

***United States Court of Appeals  
for the  
District of Columbia Circuit***



**TRANSCRIPT OF  
RECORD**



571

APPENDIX

---

IN THE  
UNITED STATES COURT OF APPEALS  
FOR THE  
DISTRICT OF COLUMBIA CIRCUIT

---

No. 22,146

---

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL 480, AFL-CIO

Petitioner

v.

NATIONAL LABOR RELATIONS BOARD  
Respondent

---

Petition to Review and Set Aside and on Cross-Petition to Enforce An Order  
of The National Labor Relations Board

---

VOLUME I  
(Pages 1 through 179)

United States Court of Appeals  
for the District of Columbia Circuit

FILED JAN 7 1969

*Nathan J. Paulson*  
CLERK





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UNITED STATES COURT OF APPEALS  
FOR THE DISTRICT OF COLUMBIA CIRCUIT

INTERNATIONAL BROTHERHOOD OF	)	
ELECTRICAL WORKERS, LOCAL 480,	)	
AFL-CIO,	)	
	)	
Petitioner,	)	
	)	
v.	)	No. 22,146
	)	
NATIONAL LABOR RELATIONS BOARD,	)	
	)	
Respondent.	)	

CERTIFICATE OF SERVICE

The undersigned certifies that one copy each of the Board's cross-application for enforcement, and certified list with index attached in the above-captioned case has this day been served upon counsel in the following manner at the addresses listed below:

FIRST CLASS MAIL

AIR MAIL

Pyles & Tucker  
Att: Dixon L. Pyles, Esq.  
507 East Pearl Street  
Jackson, Mississippi 39201

Sherman and Dunn  
Laurence J. Cohen, Esq.  
1200 15th Street, N. W.  
Washington, D. C. 20005

/s/ Marcel Mallet-Prevost  
Marcel Mallet-Prevost  
Assistant General Counsel  
NATIONAL LABOR RELATIONS BOARD

Dated at Washington, D. C.

this            day of

CHRONOLOGICAL LIST OF RELEVANT DOCKET ENTRIES

In the Matter of: IBEW LOCAL 480, AFL-CIO

Case No. 15-CC-302

3.28.67	Charge filed.
3.25.67	Amended Charge filed.
8.22.67	Regional Director's complaint and notice of hearing issued.
8.28.67	Acting Regional Director's Order changing place of hearing, dated.
8.29.67	Charging Party's request for postponement of hearing, dated.
8.29.67	Petitioner's motion for a more definite statement, dated.
8.30.67	Acting Regional Director's telegraphic order postponing hearing, dated.
8.30.67	General Counsel's opposition to Petitioner's motion for a more definite statement, dated.
8.30.67	Acting Regional Director's Order referring motions to Trial Examiner for ruling, dated.
9. 1.67	Petitioner's telegraphic request for postponement of hearing, dated.
9. 1.67	Acting Regional Director's telegraphic order denying request for postponement, dated.
9. 1.67	Trial Examiner's ruling on motion for a more definite statement, dated.
9. 5.67	Petitioner's telegraphic request for reconsideration, dated.
9. 5.67	Acting Regional Director's telegraphic order postponing hearing, dated.
9.12.67	Trial Examiner's telegraphic order request for reconsideration, dated.
9.20.67	General Counsel's Bill of Particulars, dated.



<del>10. 2.67</del>	Petitioner's Answer to Regional Director's complaint, dated.
<del>10. 9.67</del>	Pre-hearing conference opened.
<del>10. 9.67</del>	Pre-Hearing conference closed.
<del>10. 9.67</del>	Hearing opened.
<del>10.11.67</del>	Hearing closed.
<del>1.24.68</del>	Trial Examiner's Decision issued.
<del>3.19.68</del>	Petitioner's Exceptions to Trial Examiner's Decision, received.
<del>3.29.68</del>	General Counsel's Cross-Exceptions to Trial Examiner's Decision, received.
4.25.68	Petitioner's Brief in Opposition to General Counsel's Cross-Exceptions, received.
<del>6.26.68</del>	Decision and Order issued by the National Labor Relations Board.

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS

INSTRUCTIONS: File an original and 3 copies of this charge and an additional copy for each organization, each local and each individual named in item 1 with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

DO NOT WRITE IN THIS SPACE

CASE NO.

15-CC-300

DATE FILED

March 6, 1967

## 1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

NAME

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 480

ADDRESS

JACKSON, MISSISSIPPI

THE ABOVE-NAMED ORGANIZATION(S) OR ITS AGENTS HAS (HAVE) ENGAGED IN AND IS (ARE) ENGAGING IN UNFAIR LABOR PRACTICES WITHIN THE MEANING OF SECTION 8(b) SUBSECTION(S) (4) (i) (B) OF THE NATIONAL LABOR RELATIONS ACT, (List subsections) AND THESE UNFAIR LABOR PRACTICES ARE UNFAIR LABOR PRACTICES AFFECTING COMMERCE WITHIN THE MEANING OF THE ACT.

## 2. BASIS OF THE CHARGE (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

Since February 28, 1967, the above named labor organization has engaged in, induced and encouraged and is engaging in, inducing and encouraging individuals employed by persons engaged in an industry affecting commerce, the construction industry, to engage in a strike and a refusal in the course of their employment to perform services with an object of forcing or requiring:

- (1) Gulf Coast Building and Supply Company, Inc., to cease doing business with Gulf Electric Construction Company, Inc.
- (2) Wood Mechanical Contractors and Delta Steel Company and other employers to cease doing business with Gulf Coast Building and Supply Company, Inc.

## 3. NAME OF EMPLOYER

Gulf Coast Building and Supply Company, Inc.

## 4. LOCATION OF PLANT INVOLVED (Street, City, and State)

Tracetown Shopping Center, Natchez, Mississippi

## 5. TYPE OF ESTABLISHMENT (Factory, mine, shop, color, etc.)

General Contractor

## 6. IDENTIFY PRINCIPAL PRODUCT OR SERVICE

Construction

## 7. NO. OF WORKERS EMPLOYED

20

## 8. FULL NAME OF PARTY FILING CHARGE

Gulf Coast Building and Supply Company, Inc.

## 9. ADDRESS OF PARTY FILING CHARGE (Street, City, and State)

301 St. Joseph Street, Mobile, Alabama

## 10. TEL. NO.

433-9591

## 11. DECLARATION

I DECLARE THAT I HAVE READ THE ABOVE CHARGE AND THAT THE STATEMENTS THEREIN ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*William C. Barby, Jr.*  
(Signature of representative of labor filing charge)

March 4, 1967

(Date)

Attorney

(Title or office, if any)

WILFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U. S. CODE, TITLE 18, SECTION 10-1)

GPO 554533



# NATIONAL LABOR RELATIONS BOARD

REGION 15

T6024 Federal Building (Loyola)

701 Loyola Avenue, New Orleans, Louisiana 70113

Telephone 527- 6396

March 14, 1967

Re: International Brotherhood of  
Electrical Workers Local 480  
(Gulf Coast Building and  
Supply Company, Inc., Job Site:  
Natchez, Mississippi)  
Case No. 15-CC-300

Dixon Pyles, Esq.  
Pyles & Tucker  
507 East Pearl St.  
Jackson, Mississippi 39201

Gentlemen:

This is to advise that the charge in the above-captioned matter has, with my approval, been withdrawn.

Very truly yours,

John F. LeBus  
Regional Director

cc: International Brotherhood of  
Electrical Workers Local 480  
230 W. Rankin Street  
Jackson, Mississippi 39202  
Delta Steel Company  
111 Beasley Road  
Jackson, Mississippi 39201  
Wood Mechanical Contractors  
P. O. Box 5557  
Jackson, Mississippi 39208  
Gulf Electric Construction Company, Inc.  
U. S. 85 North  
Crestview, Florida 32536  
Gulf Coast Building and  
Supply Company, Inc.  
301 St. Joseph St.  
Mobile, Alabama 36602  
Willis C. Darby, Jr., Esq.  
Kilborn, Darby & Kilborn  
154 St. Louis St.  
P. O. Box 1273  
Mobile, Alabama 36601

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS

INSTRUCTIONS: File an original and 3 copies of this charge and an additional copy for each organization, each local and each individual named in item 1 with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

DO NOT WRITE IN THIS SPACE

CASE NO.

15-CC-302

DATE FILED

March 28, 1967

## 1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

NAME

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 480,  
AFL-CIO

ADDRESS

230 West Rankin Street, Jackson, Mississippi

THE ABOVE-NAMED ORGANIZATION(S) OR ITS AGENTS HAS (HAVE) ENGAGED IN AND IS (ARE) ENGAGING IN UNFAIR LABOR PRACTICES WITHIN THE MEANING OF SECTION 8(B) SUBSECTION(S) (4) (3) (B) OF THE NATIONAL LABOR RELATIONS ACT, (List subsections)  
AND THESE UNFAIR LABOR PRACTICES ARE UNFAIR LABOR PRACTICES AFFECTING COMMERCE WITHIN THE MEANING OF THE ACT.

## 2. BASIS OF THE CHARGE (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

Since February 28, 1967, the above named labor organization has engaged in, induced and encouraged and is engaging in, inducing and encouraging individuals employed by persons engaged in an industry affecting commerce, the construction industry, to engage in a strike and a refusal in the course of their employment to perform services with an object of forcing or requiring:

- (1) Gulf Coast Building and Supply Company, Inc., to cease doing business with Gulf Electric Construction Company, Inc.; and,
- (2) Wood Mechanical Contractors, Delta Steel Company and other employers to cease doing business with Gulf Coast Building and Supply Company, Inc.

## 3. NAME OF EMPLOYER

Gulf Coast Building and Supply Company, Inc.

## 4. LOCATION OF PLANT INVOLVED (Street, City, and State)

Tracetown Shopping Center, Natchez, Mississippi

## 5. TYPE OF ESTABLISHMENT (Factory, mine, wholesaler, etc.)

General Contractor

## 6. IDENTIFY PRINCIPAL PRODUCT OR SERVICE

Construction

## 7. NO. OF WORKERS EMPLOYED

20

## 8. FULL NAME OF PARTY FILING CHARGE

Gulf Coast Building and Supply Company, Inc.

## 9. ADDRESS OF PARTY FILING CHARGE (Street, City, and State)

301 St. Joseph Street, Mobile, Alabama

## 10. TEL. NO.

433-9591

## 11. DECLARATION

I DECLARE THAT I HAVE READ THE ABOVE CHARGE AND THAT THE STATEMENTS THEREIN ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Walter C. Daryl*  
(Signature of representative of person making charge)

March 27, 1967

(Date)

Attorney

(Title or office, if any)

WILFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U. S. CODE, TITLE 18, SECTION 10-2)

GPO 688933



NATIONAL LABOR RELATIONS BOARD  
REGION 15

76024 Federal Building (Loyola)

701 Loyola Avenue, New Orleans, Louisiana 70113

Telephone 527- 6396

April 13, 1967

Int. Bro. of Electrical Workers  
Local No. 480, AFL-CIO (Gulf  
Coast Building & Supply Co., Inc.)  
Case No. 15-CC-302

Willis C. Darby, Jr., Esq.  
Kilborn, Darby & Kilborn  
154 St. Louis Street  
Mobile, Alabama 36601

Dear Mr. Darby:

The above-captioned case charging a violation under Section 8 of the National Labor Relations Act, as amended, has been carefully investigated and considered.

As a result of the investigation, it appears that further proceedings are not warranted at this time. The investigation disclosed that the picketing has at all times been conducted in accordance with Moore Drydock standards. Other evidence is not sufficient to establish that the named labor organization, in establishing and conducting the picketing, has had other than a lawful, primary object. I am, therefore, refusing to issue complaint in this matter.

Pursuant to the National Labor Relations Board Rules and Regulations (Section 102.19), you may obtain a review of this action by filing a request for such review with the General Counsel of the National Labor Relations Board, Washington, D.C., 20570, and a copy with me. This request must contain a complete statement setting forth the facts and reasons upon which it is based. The request must be received by the General Counsel in Washington, D.C., by the close of business on April 26, 1967. Upon good cause shown, however, the General Counsel may grant special permission for a longer period within which to file. A copy of any such request for extension of time should be submitted to me.

Very truly yours,

John F. LeBus  
Regional Director

25 Million American Workers Voted in National Labor Relations Board Elections

1935 - 1967



CERTIFIED MAIL  
INDUSTRIAL DEMOCRACY  
IN ACTION

4/13/67

cc: General Counsel, NLRB, Washington, D.C. 20570

cc: Int. Bro. of Electrical Workers Local 480,  
230 W. Rankin Street, Jackson, Mississippi 39202

✓cc: Dixon Pyles, Esq., Pyles & Tucker,  
507 East Pearl Street, Jackson, Mississippi 39201

cc: Delta Steel Company, 111 Beasley Road, Jackson, Mississippi 39201

cc: Wood Mechanical Contractors, P.O. Box 5557, Jackson, Mississippi 39208

cc: Gulf Electric Construction Company, Inc., U.S. 85 North,  
Crestview, Florida 32536

cc: Gulf Coast Building and Supply Company, Inc.,  
301 St. Joseph Street, Mobile, Alabama 36602

AMENDED

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS

INSTRUCTIONS: File an original and 3 copies of this charge and an additional copy for each organization, each local and each individual named in item 1 with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

DO NOT WRITE IN THIS SPACE

Case No. 15-CC-30?

Date Filed July 25, 1967

## 1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a. Name International Brotherhood of Electrical Workers, Local No. 480, AFL-CIO

b. Union Representative to Contact John L. Erickson

c. Phone No. 353-2936

d. Address (Street, city, State and ZIP code)  
230 West Rankin Street, Jackson, Mississippi

e. The above-named organization(s) or its agent(s) has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) 14)(1)(1)(B) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)  
Since on or about February 28, 1967, it, by its officers, agents and representatives, has engaged in, and is engaging in, and has induced and encouraged, and is inducing and encouraging, the employees of Gulf Coast Building and Supply Company, Inc., Wood Mechanical Contractors, and Delta Steel Co. to engage in a strike or concerted refusal in the course of their employment to handle or to work on any goods, articles, materials, or commodities, or to perform any services; and has threatened, coerced, and restrained Gulf Coast Building and Supply Company, Inc., Wood Mechanical Contractors, Delta Steel Co. and other persons engaged in commerce with an object of forcing or requiring Gulf Coast Building and Supply Company, Inc., Wood Mechanical Contractors, and Delta Steel Co. to cease using, selling, handling, transporting, or otherwise dealing in the products of, and to cease doing business with, Gulf Electric Construction Co., Inc., and other persons engaged in commerce.

3. Name of Employer Gulf Coast Building and Supply Company, Inc.

4. Location of Plant Involved (Street, city, State and ZIP code)  
Tracetown Shopping Center, Natchez, Mississippi

5. Type of Establishment (Factory, mine, wholesaler, etc.)  
General Contractor

6. Identify Principal Product or Service  
Construction

7. No. of Workers Employed  
20

8. Full Name of Party Filing Charge  
Gulf Coast Building and Supply Company, Inc.

9. Address of Party Filing Charge (Street, city, State and ZIP code)  
301 St. Joseph Street, Mobile, Alabama

10. Telephone No.  
433-9591

## 11. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By /s/ Willis C. Drby  
(Signature of representative or person making charge)  
Willis C. Drby, Jr.

Attorney  
(Title or office, if any)

Address P. O. Box 2565  
New Orleans, Louisiana

July 25, 1967  
(Telephone number)

July 25, 1967  
(Date)

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
FIFTEENTH REGION

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 480,  
AFL-CIO

and

Case No. 15-CC-302

GULF COAST BUILDING AND SUPPLY  
COMPANY, INC.

COMPLAINT AND NOTICE OF HEARING

It having been charged by Gulf Coast Building and Supply Company, Inc. (herein called Gulf Coast), that International Brotherhood of Electrical Workers, Local 480, AFL-CIO (herein called Respondent), has engaged in, and is engaging in, unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C. Sec. 151, et seq. (herein called the Act), the General Counsel of the National Labor Relations Board (herein called the Board), on behalf of the Board, by the undersigned Regional Director of the Board's Fifteenth Region, issues this complaint and notice of hearing pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, Series 8, as amended, and alleges as follows:

1.

The charge against Respondent was filed by Gulf Coast with the Regional Director of the Board's Fifteenth Region on March 28, 1967, and said charge was amended on July 25, 1967, true copies of which were duly served on Respondent on or about March 29, 1967, and July 26, 1967, respectively.

2.

(a) Gulf Coast Building and Supply Company, Inc., an Alabama corporation, with its principal office and place of business at Mobile, Alabama, is engaged in commercial and residential construction. As part of its commercial operations, Gulf Coast is the general contractor for the construction of the Tracetown Shopping Center (herein called Tracetown),

located in Natchez, Mississippi. During the preceding 12-month period, which period is representative of all times material herein, Gulf Coast purchased and received materials and supplies valued in excess of \$50,000 which were shipped directly to it at the Tracetown from points located outside the State of Mississippi.

(b) In connection with the construction of the Tracetown, Gulf Coast is performing some of the work with its own employees and has subcontracted certain work to various contractors or subcontractors in the building and construction industry, including, but not limited to, Gulf Electric Construction Co., Inc., a Florida corporation (herein called Gulf Electric), with its principal office and place of business at Crestview, Florida; Wood Mechanical Contractors; and Delta Steel Company.

(c) At all times material herein, Gulf Electric has been performing work, including installing electrical work at the Tracetown, pursuant to a subcontract with Gulf Coast, for which services Gulf Electric has or will receive during a 12-month period beginning in February 1967 in excess of \$100,000.

(d) At all times material herein, Wood Mechanical Contractors has been performing work, including plumbing installation, at the Tracetown pursuant to a subcontract with Gulf Coast. Wood Mechanical Contractors is engaged in the building and construction industry, which industry affects commerce.

(e) At all times material herein, Delta Steel Company has been performing work at the Tracetown pursuant to a subcontract with Gulf Coast. Delta Steel Company is engaged in the building and construction industry, which industry affects commerce.

(f) Gulf Coast is, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

(g) Gulf Electric is, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

3.

Respondent is, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.

4.

(a) At all times material herein, Herbert Robinson, Jeff Laird, and \_\_\_\_\_ Walters have been members, authorized pickets, and/or agents of Respondent within the meaning of Section 2(13) and 8(b) of the Act.

(b) At all times material herein, Ralph W. Brummett has been business manager of Plumbers and Steamfitters Local 681, AFL-CIO; president of Jackson Building and Construction Trades Council; and an agent of Respondent within the meaning of Section 2(13) and 8(b) of the Act.

(c) At all times material herein, John L. Erickson has been a member of the executive board of Jackson Building and Construction Trades Council, business manager of Respondent, and an agent of Respondent within the meaning of Section 2(13) and 8(b) of the Act.

(d) At all times material herein, Dixon Pyles has been attorney and agent of Jackson Building and Construction Trades Council, including Respondent, within the meaning of Section 2(13) and 8(b) of the Act.

5.

At all times material herein, Respondent has been engaged in a labor dispute with Gulf Electric.

6.

At no time material herein has Respondent had any labor dispute with Gulf Coast or any employers other than Gulf Electric, engaged in work at the Tracetown.

7.

Since on or about February 28, 1967, Respondent, in furtherance of its dispute with Gulf Electric, as set forth in paragraph 5 above, has demanded and threatened Gulf Coast, Wood Mechanical Contractors, Delta Steel Company, and other persons engaged in commerce or in industries affecting commerce, to force or require them to cease using the services of Gulf Electric at the Tracetown.

8.

In support of Respondent's demands and threats, as described in paragraph 7 above, Respondent, since on or about February 28, 1967, has induced and encouraged and caused employees of Gulf Coast, Wood Mechanical Contractors, Delta Steel Company, and other persons to refuse to perform services for their respective employers and to engage in work stoppages.

9.

In furtherance of its labor dispute with Gulf Electric, as set forth in paragraph 5 above, Respondent, since on or about February 23, 1967, has picketed or caused to be picketed, the Tracetown, and has ordered, directed, instructed, requested, and appealed to the employees of Gulf Coast, Wood Mechanical Contractors, Delta Steel Company, and other persons engaged in commerce or in industries affecting commerce to refuse to perform services and to cease work for their respective employers.

10.

As a result of Respondent's acts and conduct as set forth in paragraphs 7, 8, and 9 above, individuals employed by Gulf Coast, Wood Mechanical Contractors, Delta Steel Company, and other persons engaged in commerce or in industries affecting commerce ceased work on the Tracetown.

11.

By the acts and conduct set forth in paragraphs 7, 8, 9, and 10 above, Respondent has engaged in, and has induced and encouraged individuals employed by Gulf Coast, Wood Mechanical Contractors, Delta Steel Company, and other persons engaged in commerce or in industries affecting commerce to engage in, strikes or refusals in the course of their employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities or to perform services, and has threatened, coerced, and restrained Gulf Coast, Wood Mechanical Contractors, Delta Steel Company, and other persons engaged in commerce or in industries affecting commerce.

- 4 -

12.

An object of the acts and conduct of Respondent as set forth in paragraphs 7, 8, 9, 10, and 11 above, was and is to force or require Gulf Coast, Wood Mechanical Contractors, Delta Steel Company, and other persons engaged in commerce or in industries affecting commerce to cease using, selling, handling, transporting, or otherwise dealing in the products of and to cease doing business with Gulf Electric.

13.

Respondent, by the acts and conduct described in paragraphs 7, 8, 9, 10, 11, and 12 above, and by each of said acts, has engaged in, and is engaging in, unfair labor practices affecting commerce within the meaning of Section 8(b)(4)(i)(II)(B) and Section 2(6) and (7) of the Act.

PLEASE TAKE NOTICE that on the 6th day of September 1967, at ten o'clock in the forenoon (CDT), at

County Court Room  
Adams County Courthouse  
Natchez, Mississippi

a hearing will be conducted before a duly designated Trial Examiner of the National Labor Relations Board on the allegations set forth in the above complaint, at which time and place you will have the right to appear in person, or otherwise, and give testimony. Form NLRB-4668, Statement of Standard Procedure in Formal Hearings held before the National Labor Relations Board in Unfair Labor Practice Cases, is attached.

You are further notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, the Respondent shall file with the undersigned Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and 4 copies of an answer to said complaint within 10 days from the service thereof and that unless it does so, all of the allegations in the complaint shall be deemed to be admitted to be true and may be so found by the Board.



Dated at New Orleans, Louisiana, this 22nd day of August 1967.

/s/ John F. LeBus

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John F. LeBus, Regional Director  
National Labor Relations Board  
Fifteenth Region

T6024 Federal Building (Loyola)  
701 Loyola Avenue  
New Orleans, Louisiana 70113

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
FIFTEENTH REGION

INTERNATIONAL BROTHERHOOD OF )  
ELECTRICAL WORKERS, LOCAL 480 )  
AFL-CIO )  
and )  
GULF COAST BUILDING AND )  
SUPPLY COMPANY, INC. )

CASE NO.  
15-CC-202

MOTION FOR A MORE DEFINITE STATEMENT

The complaint of the General Counsel filed in the above styled and numbered cause is so vague and ambiguous that Respondent should not reasonably be required to prepare a responsive pleading thereto, and Respondent, International Brotherhood of Electrical Workers, Local 480, AFL-Cio, pursuant to Rule 12(e) of the Federal Rules of Civil Procedure and the Rules and Regulations of the National Labor Relations Board, moves that the General Counsel be ordered to furnish a more definite statement of the nature of the charges set forth in the complaint in the following respects:

I.

With respect to Paragraph 4(a) that the General Counsel be required:

1. To state with particularity the act, or acts, allegedly done or committed by Herbert Robinson, upon which the General Counsel relies, including the date, time, circumstances and persons present relative to each act.

2. To set forth in detail the act, or acts, allegedly done or committed by Jeff Laird, upon which the General Counsel relies, including the date, time, circumstances and persons present relative to each act.

3. To set forth with particularity the act, or acts, allegedly done or committed by \_\_\_\_\_ Walters, upon which the General Counsel relies, including the date, time, circumstances, and persons relative to each act.

## II.

With respect to Paragraph 4(b) that the General Counsel be required:

1. To set forth with particularity any and all facts relative to the agency of Ralph Brummett for and on behalf of IBEW Local 480, upon which the General Counsel relies, giving dates, times, circumstances and persons present.

2. To set forth with particularity the act, or acts, allegedly done or committed by Ralph Brummett, upon which the General Counsel relies, including the date, time, circumstances and persons present relative to each act.

## III.

With respect to Paragraph 4(c) that the General Counsel be required:

1. To set forth in detail any and all acts allegedly done or committed by John Erickson, upon which the General Counsel relies, including the date, time, circumstances and persons present relative to each act.

IV.

With respect to Paragraph 4(d) that the General Counsel be required:

1. To set forth in detail any and all acts allegedly done or committed by Dixon L. Lyles, upon which the General Counsel relies, including the date, time, circumstances and persons present relative to each act.

V.

With respect to Paragraph 7 that the General Counsel be required:

1. To set forth in detail:
  - a. The demands Respondent has made on Gulf Coast.
  - b. The demands Respondent has made on Wood Mechanical Contractors.
  - c. The demands Respondent has made on Delta Steel Company.
  - d. The demands Respondent has made on other persons engaged in Commerce or in industries affecting Commerce.
2. To set forth in detail:
  - a. The threats Respondent allegedly made to the Gulf Coast.
  - b. The threats Respondent allegedly made to Wood Mechanical Contractors.
  - c. The threats Respondent allegedly made to Delta Steel Company.
  - d. The threats Respondent allegedly made to other persons engaged in Commerce or in industries affecting Commerce.

3. To set forth with particularity the date, time, circumstances and persons who made said demands and threats and the persons present relative to each of the alleged demands and threats upon which the General Counsel relies in Paragraph 7.

VI.

With respect to Paragraph 8, the General Counsel be required to set forth in detail the names of employees whom Respondent, or anyone connected therewith, has allegedly induced, encouraged and caused employees to refuse to perform services for Gulf Coast, Wood Mechanical Contractors, Delta Steel Company, and any other persons; the dates, times, circumstances, and the persons present when the Respondent is alleged to have caused said employees to refuse to perform services for their respective employers.

VII.

With respect to Paragraph 9, the General Counsel be required to set forth in detail:

1. The person, or persons, ordered, and by whom such persons were so ordered, to refuse to perform services for Gulf Coast, Wood Mechanical Contractors, Delta Steel Company, and any other person or employer, engaged in Commerce or industry affecting Commerce.

2. The person or persons directed, instructed, requested, and appealed to; by whom such person was directed, instructed, requested, and appealed to; including the dates, times, circumstances and persons present when the above setforth violations occurred.

VIII.

The complaint fails to comply with the requirements of

Section 102.15 of the Rules and Regulations of the NLRB in that the same fails to contain a clear and concise description of any of the acts which are claimed to constitute unfair labor practices.

IX.

The information sought by this Motion is necessary to frame a responsive pleading.

DATED: August 29, 1967.

Respectfully submitted,

SHERMAN & DUNN  
1200 - Fifteenth Street, N.W.  
Washington, D. C. 20005

and

PYLES & TUCKER  
507 East Pearl Street  
Jackson, Mississippi 39201

By *Alvin L. Pyle*  
Of Counsel

C E R T I F I C A T E


The undersigned Counsel of Record hereby certifies that on the date set forth hereinafter a true and correct copy of the foregoing Motion for a More Definite Statement was mailed, postage prepaid, to:

Mr. John F. LeBus,  
Regional Director  
Fifteenth Region  
National Labor Relations Board  
T6024 Federal Building (Loyola)  
701 Loyola Avenue  
New Orleans, Louisiana 70113

and

Willis C. Darby, Jr., Esq.  
Kelborn, Darby & Kelborn  
154 St. Louis Street  
Mobile, Alabama 36601

DATED: August 29, 1967.

  
Dixon L. Pyles

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF TRIAL EXAMINERS  
WASHINGTON, D. C.

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 480,  
AFL-CIO

and

Case No. 15-CC-302

GULF COAST BUILDING AND SUPPLY  
COMPANY, INC.

ORDER ON RESPONDENT'S MOTION FOR  
A MORE DEFINITE STATEMENT

Counsel for the Respondent having filed a Motion for  
A More Definite Statement with the Regional Director on August 30, 1967,  
counsel for the General Counsel having filed an Opposition thereto,  
and the matter having been referred to me for ruling, and considered,

IT IS HEREBY ORDERED that counsel for the General Counsel  
furnish counsel for the Respondent with the following information.

I. With respect to paragraph 7 of the complaint:

- (1) The nature of the demands and threats made  
upon each of the companies and persons referred to.
- (2) The dates of such demands and threats.
- (3) The identity of the persons who made such demands  
and threats.

II. With respect to paragraph 8 of the complaint, the dates  
of the occurrences therein alleged.

III. With respect to paragraph 9 of the complaint:

- (1) The identity of the persons who ordered, directed,  
instructed, requested and appealed to employees to refuse to perform  
services.



(2) The dates of such action.

In all other respects the Motion for More Definite  
Statement is denied.

~~/s/ Charles W. Schneider~~  
Charles W. Schneider  
Trial Examiner

Washington, D. C.  
September 1, 1967.

- 2 -

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
FIFTEENTH REGION

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 480, AFL-CIO

and

Case No. 15-CG-302

GULF COAST BUILDING AND SUPPLY COMPANY, INC.

BILL OF PARTICULARS

Pursuant to the Order on Respondent's Motion for a More  
Definite Statement issued on September 1, 1967, by Honorable Charles W.  
Schneider, Trial Examiner, the following information is submitted:

1.

With respect to paragraph 7 of the complaint;

- (a-1) - Times, places, and manner in which picketing was conducted;
- (a-2) - From on or about February 28, 1967, until on or about June 1, 1967;
- (a-3) - John L. Erickson, Herbert Robinson, Jeff Laird,  
and Walters.
- (b-1) - By orally demanding and threatening A. C. Hale and Gene Riddle, the neutral masonry subcontractor on the Tracetown, not to cross the picket line established by Respondent;
- (b-2) - On or about March 6, 1967;
- (b-3) - A picket whose name is unknown to General Counsel but well known to Respondent, but whose name is either John L. Erickson, Herbert Robinson, Jeff Laird or Walters.
- (c-1) - By mailing a letter to the neutral general contractor, Gulf Coast, which asked that union subcontractors be used on the Tracetown, and by orally stating to a Gulf Coast representative and agent, who asked why the picket was in place, that Gulf Coast had not responded to the letter;
- (c-2) - John L. Erickson;
- (c-3) - On or about January 20, 1967, and on or about February 28, 1967.
- (d-1) - By notifying other unions, including the Jackson Building and Construction Trades Council and Natchez Building and Construction Trades Council of the intent to establish a picket line at the Tracetown;
- (d-2) - John L. Erickson;
- (d-3) - On or about February 21, 1967.

- (e-1) - By maintaining records of those employees and persons who crossed and/or worked behind the Tracetown picket line;
- (e-2) - John L. Erickson, Herbert Robinson, Jeff Laird,                      Walters, and Clayton Spillman;
- (e-3) - From on or about February 28, 1967, until on or about June 1, 1967.
- (f-1) - By orally instructing employees of Delta and Braswell Motor Freight Lines, both neutral employers, not to cross the Tracetown picket line;
- (f-2) - John L. Erickson, Herbert Robinson, Jeff Laird, and                      Walters;
- (f-3) - On or about February 28, 1967, and on or about March 1, 1967.
- (g-1) - By oral negotiations with Gulf Coast, the neutral general contractor, to cease doing business with Gulf Electric;
- (g-2) - John L. Erickson and Dixon Pyles;
- (g-3) - On or about March 2, 1967, and March 3, 1967.
- (h-1) - By fining members of the Laborers' Union who crossed the Tracetown picket line;
- (h-2) - Clayton Spillman;
- (h-3) - On or about March 6, 1967.
- (i-1) - By oral negotiations with Gulf Coast, Wood Mechanical Contractors and Natchez Sand and Gravel, all neutral employers and persons, for removal of the picket line;
- (i-2) - Ralph W. Brummett, Clayton Spillman, and John L. Erickson;
- (i-3) - On or about March 20, March 21, March 22, and March 23, 1967.
- (j-1) - By oral instructions to Natchez Sand and Gravel and St. Catherine Sand and Gravel, both neutral employers and persons, not to service or supply the Tracetown job;
- (j-2) - Clayton Spillman;
- (j-3) - On or about March 23, March 27, and March 30, 1967.

2.

With respect to paragraph 8 of the complaint, the occurrences alleged therein happened from on or about February 28, 1967, until on or about June 1, 1967.

-2-

3.

With respect to paragraph 9 of the complaint:

(1) The identity of the persons are Clayton Spillman,  
Ralph W. Brummett, John L. Erickson, Herbert Robinson, Jeff Laird, and  
Walters and;

(2) The dates of such action are from on or about February 28,  
1967, until on or about June <sup>2<sup>3</sup></sup> 1, 1967.

Respectfully submitted,

/s/ Harry L. Hopkins

Harry L. Hopkins  
Counsel for General Counsel

September 20, 1967

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day caused to be served by certified mail, return receipt requested, a copy of the attached Bill of Particulars on the following parties:

Dixon Pyles, Esquire  
Pyles & Tucker  
507 E. Pearl Street  
Jackson, Mississippi 39201

Willis C. Darby, Jr., Esquire  
Kilborn, Darby & Kilborn  
154 St. Louis Street  
Mobile, Alabama 36601

I further certify that I have this day caused to be served by ordinary mail a copy of the attached Bill of Particulars on the following parties:

International Brotherhood of Electrical  
Workers, Local 480, AFL-CIO  
230 West Rankin Street  
Jackson, Mississippi 39201

A Gulf Coast Building and Supply Co., Inc.  
301 St. Joseph Street  
Mobile, Alabama 36602

Delta Steel Company  
111 Beasley Road  
Jackson, Mississippi 39201

Wood Mechanical Contractors  
P. O. Box 5557  
Jackson, Mississippi 39208

Gulf Electric Construction Co., Inc.  
U. S. 85 North  
Crestview, Florida 32536

Respectfully submitted,

/s/ Harry L. Hopkins

Harry L. Hopkins  
Counsel for General Counsel

September 20, 1967

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
FIFTEENTH REGION

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 480,  
AFL-CIO

and

CASE No.  
15-CC-302

GULF COAST BUILDING  
AND SUPPLY COMPANY, INC.

ANSWER

Pursuant to Section 102.20 of the Rules and Regulations of the National Labor Relations Board (NLRB), the Respondent, International Brotherhood of Electrical Workers, Local 480, AFL-CIO (hereinafter referred to as Respondent or Local 480) in the above entitled and numbered Cause, files this its answer to the complaint pending herein against it and alleges:

First Defense

The complaint fails to state a claim upon which relief can be granted.

Second Defense

Respondent denies that the complaint and notice of hearing was served pursuant to Section 10(b) of the Act. Said complaint was not timely filed. Said complaint is attempted to be issued on an alleged unfair labor practice accruing more than six months prior to the filing of the charge. Respondent further denies that the complaint was filed pursuant to Section 102.15 of the Board's Rules and Regulations.

Third Defense

Respondent denies paragraph 1 of the complaint.

Fourth Defense

Respondent denies paragraph 2 of the complaint.

Fifth Defense

Respondent admits paragraph 3 of the complaint.

Sixth Defense

Respondent denies paragraph 4 of the complaint.

Seventh Defense

Respondent admits paragraph 5 and 6 of the complaint.

Eighth Defense.

Respondent denies paragraph 7 of the complaint.

Ninth Defense

Respondent denies paragraph 8 of the complaint.

Tenth Defense.

Respondent denies paragraph 9 of the complaint.

Eleventh Defense

Respondent denies paragraph 10 of the complaint.

Twelfth Defense

Respondent denies paragraph 11 of the complaint.

Thirteenth Defense

Respondent denies paragraph 12 of the complaint.

Fourteenth Defense

Respondent denies paragraph 13 of the Complaint.

Fifteenth Defense

Respondent, in answer to the purported bill of particulars, says:

1. That each and every allegation contained in the document which purports to furnish the information ordered by the Trial Examiner on September 1, 1967, and which is denominated "Bill of Particulars" is specifically denied.

### Sixteenth Defense

Respondent sets forth affirmative defenses to the complaint pending herein against it as follows:

1. On March 6, 1967, Gulf Coast Building and Supply Company, Inc., filed an unfair labor charge against Respondent Local 480, and which was numbered 15-CC-300, alleging a violation of Section 8(b)(4)(i)(B) of the Act; and the basis of the charge was set forth in the following language:

"Since February 28, 1967, the above named labor organization has engaged in, induced and encouraged, and is engaging in, inducing and encouraging individuals employed by persons engaged in an industry affecting commerce, the construction industry, to engage in a strike and a refusal in the course of their employment to perform services with an object of forcing or requiring

"(1) Gulf Coast Building and Supply Company, Inc., to cease doing business with Gulf Electric Construction Company, Inc.

"(2) Wood Mechanical Contractors and Delta Steel Company and other employers to cease doing business with Gulf Coast Building and Supply, Inc."

2. On March 9, 1967, Gulf Coast Building and Supply Company, Inc., filed civil action No. 1185 in the United States District Court for the Southern District of Mississippi, Western Division, against Respondent, wherein Gulf Coast demanded damages in the total sum of \$250,000.00, based on the same allegations as set forth in the unfair labor charge as set forth above.

3. On March 14, 1967, John F. LeBus, Regional



Director, Fifteenth NLRB Region, advised that the unfair labor charge, numbered 15-CC-300, had, with his approval, been withdrawn by Gulf Coast.

4. On March 27, 1967, Local 480 filed its answer to civil action 1185, setting forth the fact that the unfair labor charge had been withdrawn.

5. On March 28, 1967, Local 480 was notified by telegram that Gulf Coast had filed another unfair labor charge, wherein the labor organization was charged with violating Section 8(b)(4)(i)(B) of the Act.

6. On March 29, Local 480 received in the mail the charge, Case No. 15-CC-300<sup>2</sup>. The basis of the charge was in the same language as the charge in Case No. 15-CC-300.

7. Following an investigation by agents of the Fifteenth NLRB Region, the Director notified the parties by letter dated April 13, 1967, that the investigation disclosed "that the picketing has at all times been conducted in accordance with Moore Drydock Standards. Other evidence is not sufficient to establish that the named labor organization, in establishing and conducting the picketing, has had other than a lawful primary object. I am therefore refusing to issue complaint in this matter."

8. On July 25, 1967, another charge, denominated as an amendment to Case No. 15-CC-302, was filed, wherein Gulf Coast alleged that Local 480 was in violation of 8(b)(4)(i)(ii)(B).

9. Copies of the documents referred to in subparagraph 1 through 8, inclusive, are attached hereto as a part hereof and marked as Exhibits "A, B, C, D, E, F, G, and H".

10. Local 480 charges and avers as an affirmative defense that Gulf Coast is attempting to use and abuse the processes of

said Section 8(b) of the Act to aid it in its civil action for damages against Local 480.

Seventeenth Defense

Respondent charges and avers that the charge filed herein against it is in violation of its rights under the Constitution of the United States; and pursuant to the laws of the United States.

Respondent respectfully requests that said complaint be dismissed.

DATED: October 2, 1967.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 480, AFL-CIO-CLC

Respondent


SHERMAN & DUNN  
Attorneys at Law  
1200 - 15th Street, N.W.  
Washington, D. C. 20005

and

PYLES & TUCKER  
Attorneys at Law  
507 East Pearl Street  
Jackson, Mississippi 39201

Attorneys for Respondent

By

  
Of Counsel

C E R T I F I C A T E


I, the undersigned Counsel of record for the Respondent, certify that I have on the date set forth hereinafter caused to be served true and correct copies of the foregoing Answer of the Respondent on the following:

Mr. John F. LeBus, Regional Director  
National Labor Relations Board  
Fifteenth Region  
T6024 Federal Building  
701 Loyola Avenue  
New Orleans, Louisiana 70113

Willis C. Darby, Jr., Esquire  
Kilborn, Darby & Kilborn  
Attorneys at Law  
154 St. Louis Street  
Mobile, Alabama 36601

Attorneys for Charging Party

DATED: October 2, 1967.

  
Dixon L. Fyles

TXD--18--68  
Natchez, Miss.

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF TRIAL EXAMINERS  
WASHINGTON, D.C.

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 480,  
AFL--CIO

and

Case 15--CC--302

GULF COAST BUILDING AND  
SUPPLY COMPANY, INC.

Harry L. Hopkins, Esq., for  
the General Counsel.  
Willis C. Darby, Jr. (Kilborn,  
Darby and Kilborn), of  
Mobile, Ala., for Gulf  
Coast.  
Dixon L. Pyles, Esq. (Pyles and  
Tucker), of Jackson, Miss.,  
for the Respondent and for  
witnesses Ralph Brummett and  
John Erickson.

TRIAL EXAMINER'S DECISION

SYDNEY S. ASHER, JR., Trial Examiner: On March 28, 1967, Gulf Coast Building and Supply Company, Inc., Mobile, Alabama, herein called Gulf Coast, filed charges against International Brotherhood of Electrical Workers, Local No. 480, AFL--CIO, Jackson, Mississippi, herein called the Respondent. Amended charges were filed on July 25, 1967. On August 22, 1967, the General Counsel of the National Labor Relations Board issued a complaint against the Respondent alleging that since on or about February 28, 1967, Respondent has induced and encouraged employees of Gulf Coast, Wood Mechanical Contractors, Delta Steel Company, and other persons, to engage in strikes, and has threatened Gulf Coast, Wood Mechanical Contractors, Delta Steel Company, and other persons; and that an object of this conduct is to force or require Gulf Coast, Wood Mechanical Contractors, Delta Steel Company, and other persons to cease doing business with Gulf Electric Construction Company, Inc., herein referred to as Gulf Electric. It is alleged that such conduct violates Section 3(b)(4)(i) and (ii)(B) of the National Labor Relations Act, as amended (29 U.S.C. Sec. 151, et seq.), herein called the Act. Thereafter, the Respondent filed an answer denying most of the material allegations of the complaint.

Pursuant to notice, a hearing was held before me on October 9, 10, and 11, 1967, at Jackson, Mississippi.1/ All parties were represented and were afforded an opportunity to participate fully in the hearing. Since the close of the hearing all parties have filed briefs, which have been duly considered.

Upon the entire record in this case, including my observation of the witnesses, I make the following:

### Findings of Fact

#### I. The Board's Jurisdiction

Gulf Coast Building and Supply Company, Inc., is an Alabama corporation with its principal office and place of business in Mobile, Alabama, where it is engaged in commercial and residential construction. It is the general contractor for the construction of the Tracetown Shopping Center located in Natchez, Mississippi, herein called the Tracetown project. During the 12-month period preceding August 22, 1967, Gulf Coast purchased materials valued at more than \$50,000, which were shipped directly to it at the Tracetown project from points outside the State of Mississippi.

At all material times, Gulf Electric Construction Co., Inc., a Florida corporation, herein called Gulf Electric, has performed work at the Tracetown project pursuant to a subcontract with Gulf Coast, for which services Gulf Electric has received or will receive during a 12-month period beginning in February 1967 in excess of \$100,000.

At all material times, Wood Mechanical Contractors, herein called Wood, and Delta Steel Company, herein called Delta, have performed work at the Tracetown project pursuant to subcontracts with Gulf Coast. Both Wood and Delta are, and at all material times have been, engaged in the building and construction industry.

In view of the above facts, it is concluded that Gulf Coast and Gulf Electric are, and at all material times have been, engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

#### II. The Respondent and its Agents

The complaint alleges, the answer admits, the Board has found,2/ and it is now found that the Respondent is, and has at all material times been, a labor organization within the meaning of Section 2(5) of the Act. The complaint alleges, the Respondent admitted at the prehearing conference, and it is found that John L. Erickson is, and at all material times has been, business manager of the Respondent and its agent within the meaning of Section 2(13) of the Act.

1/ Immediately prior to the opening of the hearing, with the consent of all parties, a prehearing conference was held at Jackson, Mississippi. All parties were represented and were afforded an opportunity to participate fully therein.

2/ International Brotherhood of Electrical Workers, Local 480 (Vickers, Inc., Div. of Sperry Rand), 156 NLRB 629, 630.

5 The complaint alleges and the answer denies that Herbert Robinson,  
 10 Jeff Laird, and Richard Walters are, and at all material times have been,  
 authorized pickets and agents of the Respondent within the meaning of  
 the Act. Erickson admitted that the Respondent authorized the picketing  
 described hereafter, and that Robinson, Laird, and Walters were paid by  
 the Respondent to conduct such picketing. Accordingly, in agreement with  
 the complaint, it is found that, at all material times, Robinson, Laird,  
 and Walters were agents of the Respondent within the meaning of the Act. 3/

### III. The Unfair Labor Practices

#### A. Events

15 The complaint alleges, the answer admits, and it is found that, at  
 all material times, the Respondent was engaged in a labor dispute with  
 Gulf Electric. It had no labor dispute with Gulf Coast or any employers  
 engaged in work at the Tracetown project other than Gulf Electric.

20 On February 28, 1967, the Respondent began picketing the only entrance  
 to the Tracetown project. The picket bore a sign reading:

NO DISPUTE WITH  
 ANY OTHER EMPLOYER  
 I.B.E.W. LOCAL 480  
 PROTESTS  
 SUB STANDARD  
 WAGES AND  
 CONDITIONS  
 OF  
 GULF ELECTRIC CONSTR. CO., INC.  
 ELECTRICAL CONTR.  
 NO DISPUTE WITH  
 ANY OTHER EMPLOYER

35 Some employees of neutral subcontractors, including some of Wood's  
 employees, refused to cross the picket line. Other employees crossed the  
 picket line and went to work inside the Tracetown project.

40 On either March 15 or March 30 4/ Gulf Coast opened a new "south gate"  
 to the Tracetown project. It bore a sign reading:

South gate. Gulf Electric Construction Company, Inc. This entrance  
 reserved for employees of, and carriers of suppliers making deliveries  
 to, Gulf Electric Construction Company, Inc.

45 At the same time, a sign was placed over the original gate which read:

50 3/ The complaint alleges, and the answer denies, that certain other individuals  
 were agents of the Respondent. I find it unnecessary to decide these  
 issues.

4/ All dates herein refer to the year 1967.

North gate. This entrance reserved for employees of, and carriers and suppliers making deliveries to [here some names were listed.] Employees of carriers and suppliers making deliveries to Gulf Electric Construction Company prohibited from using this gate. Employees or carriers of suppliers making deliveries to Gulf Electric Construction Company must use south gate.

There was also an arrow pointing toward the south gate. Upon the establishment of the south gate, the picket moved from his former location to the new south gate. While the south gate was in existence, no picketing was conducted at the north gate. In early June Gulf Coast demolished the "south gate," leaving the original gate as the sole remaining entrance to the project. The Respondent's picket then returned to the position he had occupied before the "south gate" had been opened.

The picketing ceased on June 23. All in all, there was picketing at one gate or the other continuously from February 28 until June 23, except for part of the day on March 22. Throughout this period the employees of Gulf Electric continued to work at the Tracetown project behind the picket line.

**B. Violation of Section 8(b)(4)(i)(B)**

**1. Inducement and encouragement**

**a. Contentions of the parties**

The complaint alleges that, since on or about February 28, 1967, the Respondent "has induced and encouraged . . . employees of Gulf Coast, Wood Mechanical Contractors, Delta Steel Company, and other persons to refuse to perform services for their respective employers and to engage in work stoppages . . . has picketed or caused to be picketed the Tracetown [project], and has ordered, directed, instructed, requested, and appealed to the [said] employees . . . to refuse to perform services and to cease work for their respective employers." The answer denies these allegations.

**b. From February 28 to March 15 or 30**

The Board has held

picketing at the secondary employer's premises alone is not per se "inducement or encouragement" within the meaning of clause (i). Whether picketing constitutes "inducement or encouragement" of employees of secondary employers to engage in work stoppages or refusals to perform services is an issue to be resolved in the light of all the evidence in a particular case.<sup>5/</sup>

<sup>5/</sup> Upholsterers Frame & Bedding Workers Twin City Local No. 61, affiliated with Upholsterers' International Union of North America, AFL--CIO (Minneapolis House Furnishing Company and L. S. Donaldson Company), 132 NLRB 40, 41. See also Local 459, International Union of Electrical, Radio and Machine Workers, AFL--CIO (Friden, Inc. and Novelty Veiling Co., Inc.), 134 NLRB 598, 599. But compare International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Over-the-Road and City Transfer Drivers, Helpers, Dockmen and Warehousemen, Local No. 41, A.F. of L., 96 NLRB 957, 958; and Local No. 25, Bakery & Confectionery Workers International Union of America, AFL--CIO (King's Bakery, Inc.), 116 NLRB 290, 293.



What is the evidence here?

During the period from the commencement of the picketing until the opening of the new "south gate," the Respondent placed a picket at the only entrance to the project then in existence. This was the entrance through which employees of neutral employers entered the jobsite.

Clayton Spillman, business representative of Laborer's Local 747 in Natchez, testified:

Q. Is it customary in this area for one building trades union to honor the other building trades picket line?

A. I am sure that it is.

And Erickson admitted on cross-examination:

Q. (By Mr. Darby) What was the policy that you thought that existed among the building and trades unions and their members?

A. It is . . . common knowledge that most craftsmen that belong to the building trades, or individual craft unions do not cross the picket signs if it is by another craft, or even by their own building and trades.

The correctness of the views thus expressed by Spillman and Erickson is attested to by the fact that the Respondent's picketing at the entrance to the Tracetown project did, indeed, keep some employees of neutral employers from performing work behind the picket line. But this was not all. On March 1 Walter McCullough, a truckdriver employed by Delta, arrived at the Tracetown project with a truckload of steel consigned to Gulf Coast. The truck bore Delta's name on its side. Seeing two pickets at the entrance, McCullough stopped his truck, got down, and approached them on foot. He testified:

TRIAL EXAMINER: Did you talk to both of them?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: So the three of you put your heads together, or did you talk to them individually?

THE WITNESS: No, sir, I tried to talk to them individually. And I just told them that--when I walked up there, they just told me not to cross the picket line. [Emphasis supplied.]

From this it is concluded that the Respondent's pickets, Robinson, Laird, or Walters, orally appealed to McCullough, an employee of a neutral employer making a delivery to a neutral employer, not to cross the picket line. For these reasons, it is found that during this period the Respondent induced and encouraged employees of neutral employers to engage in a work stoppage.

#### c. From early June to June 23

In early June, when the new "south gate" was demolished, the picket returned to his original position at the only remaining entrance to the project. As they had all along, employees of neutral employers, of necessity, utilized this entrance--the only one left. Thus, as before, the picketing induced and encouraged these employees not to cross the picket line. But the pickets



did not only carry a sign. During this period, upon instructions of Erickson, they also maintained a written record of the identity of individuals and the license numbers of vehicles crossing the picket line. Such recording constituted additional inducement and encouragement of employees of neutral employers not to cross the picket line.6/

## 2. Object

### a. Contentions of the parties

The complaint alleges that "[a]n object [of the inducement and encouragement] was and is to force or require Gulf Coast, Wood Mechanical Contractors, Delta Steel Company, and other persons . . . to cease doing business with Gulf Electric." In his brief, the General Counsel contends: "A brief review of . . . the record as a whole will reveal a scheme on the part of [the] Respondent to force Gulf Coast and other persons to cease doing business with Gulf Electric."

The answer denies the allegations of the complaint. Pointing out in its brief that "the picketing at all times was conducted in keeping with the Moore Dry Dock standards" and that "While important, the location of the union's activities is not conclusive," the Respondent contends that the General Counsel has failed to prove "that the objectives of Local 480 were to compel Gulf Coast to cease doing business with Gulf Electric."

### b. Conclusions

The United States Court of Appeals for the Second Circuit, speaking through Judge Moore, recently stated:

In determining the objectives of Local 25, the Board is entitled to look to the totality of the union's conduct, and it is not bound by the union's signs or professed object in picketing. [Cases cited.] The fact that the union might have had other, valid reasons for picketing---e.g., to enforce area standards---does not absolve it from having an illegal objective.7/

Applying that principle to the instant case, the record herein contains clear and convincing evidence that an object of the Respondent's conduct was proscribed by Section 8(b)(4)(B) of the Act.

1. Where, as here, a common situs is involved, the Board in Moore Dry Dock 8/ laid down certain standards to aid in determining whether picketing is primary

6/ I need not, and do not, decide whether, as the General Counsel and Gulf Coast contend, such listing was engaged in even before the establishment of the new "south gate." Nor need I decide whether the Respondent induced or encouraged employees of neutral employers not to work in the project during the period when the separate "south gate" was in existence.

7/ N.L.R.B. v. Local 25, International Brotherhood of Electrical Workers, AFL--CIO [Emmett Electric Co.], 66 LRRM 2355, 2357--58 (C.A. 2).

8/ Sailors' Union of the Pacific, AFL (Moore Dry Dock Company), 92 NLRB 547.

or secondary. One standard is that picketing "limited to places reasonably close to the location of the situs" may be considered primary. (Here, however, Erickson admittedly did not seek permission from Gulf Coast to picket inside the Tracetown project closer to the place where Gulf Electric's employees were working. Thus, the possibility that neutrals would become involved was enhanced.<sup>9/</sup>

2. The executive board of the Respondent met on March 15. The minutes of this meeting contain the following entry under the heading "Business Manager reports":

Our sister local, No #605 has crossed our picket line on the Natchez Miss. Tracetown Shopping Center job.

15 In addition, Erickson admitted reporting to the Respondent's members or  
executive board that members of the Plumbers Union were working behind  
the picket line. (As Gulf Electric was the electrical subcontractor, these  
plumbers presumably worked for a neutral employer. This reveals the Respondent's  
interest in keeping employees of neutral employers from working inside the  
Tracetown project.)

3. On the morning of March 22, at Worley's request, Erickson temporarily removed the picket. That night a regular meeting of the Respondent's membership was held. The minutes contain the following entry:

Bro. Erickson reported on results of picket on Natchez Tracetown job. Wood Mechanical & Electrical has been awarded the electrical labor on this job.

30 Erickson admitted that he had spoken to Worley on the telephone earlier that day, and that he informed the membership at the meeting that the picket had been removed. (On the basis of these admissions and the above-quoted entry in the minutes,<sup>10/</sup> it is concluded that Erickson took down the picket line temporarily that day because he understood (rightly or mistakenly) that Gulf Coast had awarded or would award to Wood (a firm with which the Respondent had a collective-bargaining contract) all the electrical work previously sub-contracted to Gulf Electric; in short, that Gulf Electric would be eliminated from the Tracetown project.)

40 4. On the morning of March 23 Bruce Worley, assistant vice president of Gulf Coast, J. B. Fleming, an official of Gulf Electric, and Paul Gilmet, Gulf Electric's general superintendent, conferred with Erickson in Worley's trailer. Worley, on behalf of Gulf Coast, offered: "From now on we will pay the union wage scale to Mr. Fleming's men. We will maintain the working standards, whatever they are." He asked: "would this satisfy Mr. Erickson's requirements?" Erickson was noncommittal. Fleming "offered to sign an agreement

<sup>9/</sup> Teamsters Local Union No. 408 (Chas. S. Wood & Co.), 132 NLRB 117, 125.

<sup>10/</sup> Erickson testified that the entry was erroneous. I do not credit this uncorroborated testimony.

with Mr. Erickson, a working agreement for that job only." Erickson declined. On March 25, in a telephone conversation with Dixon Pyles, Jr., the Respondent's attorney, Worley repeated his offer to pay the electricians employed at the Tracetown project "the union wage rate, and we would abide by any established working condition." Pyles promised "to look into it." 11/ Worley heard nothing more concerning his offer or Fleming's. Pickets remained posted at the jobsite for approximately 3 months thereafter. This indicates the Respondent's lack of interest in obtaining area wages and working conditions for Gulf Electric's employees.

5. A prehearing statement given by Erickson to a Board agent was put into evidence. It contains the following paragraph:

During our conversation in Worley's trailer on the morning of the 23rd, some one either Worley or Fleming asked me for a copy of our contract so that they could look it over and see what the area scale... and working conditions were. I told them I would give them one. However, I never did.

Moreover, Erickson admitted that, before establishing the picket line, he had made no attempt to contact any official of Gulf Electric. This further under-scores the Respondent's apathetic attitude toward securing standard wages and working conditions for employees of Gulf Electric.

It may be that the protection and maintenance of area standards was one of the objects of the Respondent's conduct, but in my opinion it clearly was not the sole object. Consideration of the five factors discussed above convinces me that an object of the picketing was to put pressure upon Gulf Coast, a neutral, so that it would cancel its contract with Gulf Electric, the primary employer, and the latter firm would be banished from the Tracetown project. Such an attempt to enmesh Gulf Coast in a dispute not of its own making violates Section 8(b)(4)(i)(B) of the Act. 12/

11/ The findings regarding the March 23 meeting and the March 25 telephone conversation are based upon Worley's testimony. It is found that, during the March 25 telephone conversation, Pyles was an agent of the Respondent acting within the scope of his authority to receive communications from Worley regarding this labor dispute.

12/ The General Counsel and Gulf Coast contend that many other matters (including the fact that before the picket line was established Erickson notified officials of other unions in the Natchez area of his plan) prove the illegal object of the picketing. However, I base my finding only on the five enumerated factors. I deem it unnecessary to decide whether other facts also support the conclusion reached, as such decisions would merely be cumulative and would not alter the recommendation which I make herein. Local 171, United Brotherhood of Carpenters and Joiners of America, AFL--CIO (Joseph J. Bangs, d/b/a Bangs Floor Covering), 167 NLRB No. 138; and Building and Construction Trades Council of Fond du Lac County, et al. (Roger W. Peters Construction Co., Inc.), 168 NLRB No. 81, footnote 1.

C. Violation of Section 8(b)(4)(ii)(B)

The complaint alleges that since on or about February 28, the Respondent "has threatened, coerced, and restrained Gulf Coast, Wood, Delta, and other persons" and that an object of this conduct "was and is to force or require Gulf Coast, Wood Mechanical Contractors, Delta Steel Company, and other persons . . . to cease doing business with Gulf Electric." The answer denies these allegations.

It is found that by picketing from February 28 to March 15 or 30, and from early June to June 23, which caused employees of neutrals to withhold their services, by appealing to McCullough not to cross the picket line, and by maintaining a written record from early June to June 23 of the identity of individuals and the license numbers of vehicles crossing the picket line, the Respondent threatened, coerced, and restrained Gulf Coast, Wood, and Delta, all of whom were engaged in commerce or in an industry affecting commerce.<sup>13/</sup> For reasons set forth above, it is concluded that an object of this conduct was to force or require Gulf Coast to cease doing business with Gulf Electric. Accordingly, this conduct was proscribed by Section 8(b)(4)(ii)(B) of the Act.<sup>14/</sup>

Upon the above findings of fact and upon the entire record in this case, I make the following:

## CONCLUSIONS OF LAW

1. Gulf Coast Building and Supply Company, Inc., Gulf Electric Construction Co., Inc., Wood Mechanical Contractors, and Delta Steel Company are, and at all material times have been, engaged in commerce or in an industry affecting commerce within the meaning of Section 2(6) and (7) of the Act.

2. International Brotherhood of Electrical Workers, Local 480, AFL--CIO, is, and at all material times has been, a labor organization within the meaning of Section 2(5) of the Act.

3. By inducing and encouraging individuals employed by persons engaged in commerce or in an industry affecting commerce to engage in a strike or refusal to perform services, with an object of forcing or requiring Gulf Coast Building and Supply Company, Inc., to cease doing business with Gulf Electric Construction Co., Inc., the Respondent has engaged in and is engaging

<sup>13/</sup> See Asbestos Workers Local Union No. 16 (Cal-Neva Insulation Company), 163 NLRB No. 63.

<sup>14/</sup> The General Counsel produced evidence tending to show that on March 6 Riddle and Hale, masonry contractors, entered the Tracetown project and that the picket told them: "Don't cross the picket line." In his brief, the General Counsel states: "The evidence does not support the allegation that the utterances directed toward Hale and Riddle constitute a separate violation of Section 8(b)(4)(ii)(B) of the Act and the General Counsel does not seek a finding on this basis." In view of this statement, I place no reliance on this alleged incident in concluding that the Respondent violated that section of the Act.

in unfair labor practices within the meaning of Section 8(b)(4)(i)(B) of the Act.

4. By coercing or restraining persons engaged in commerce or in an industry affecting commerce, with an object of forcing or requiring Gulf Coast Building and Supply Company, Inc., to cease doing business with Gulf Electric Construction Co., Inc., the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(b)(4)(i)(B) of the Act.

5. The above-described unfair labor practices tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce, and constitute unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

Upon the basis of the above findings of fact and conclusions of law, and upon the entire record in this case, I make the following:

#### RECOMMENDED ORDER

It is recommended that International Brotherhood of Electrical Workers, Local 480, AFL--CIO, Jackson, Mississippi, its officers, agents, and representatives, shall:

##### 1. Cease and desist from:

(a) Engaging in, or inducing or encouraging any person engaged in commerce or an industry affecting commerce, other than Gulf Electric Construction Co., Inc., to engage in, a strike or refusal in the course of their employment to perform any services, where an object thereof is to force or require Gulf Coast Building and Supply Company, Inc., or any other person, to cease doing business with Gulf Electric Construction Co., Inc.

(b) Threatening, coercing, or restraining any person, engaged in commerce or an industry affecting commerce where an object thereof is to force or require Gulf Coast Building and Supply Company, Inc., or any other person, to cease doing business with Gulf Electric Construction Co., Inc.

##### 2. Take the following affirmative action, which it is found will effectuate the policies of the Act:

(a) Post at its business offices and meeting halls in Jackson, Mississippi, copies of the attached notice marked "Appendix." 15/ Copies of the said notice, on forms provided by the Regional Director for Region 15, after being duly signed by a representative of the Respondent, shall be posted by it immediately upon receipt thereof, and shall be maintained for 60 consecutive days thereafter, in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

15/ In the event that this Recommended Order is adopted by the Board, the words "a Decision and Order" shall be substituted for the words "the Recommended Order of a Trial Examiner" in the notice. In the further event that the Board's Order is enforced by a decree of a United States Court of Appeals, the words "a Decree of the United States Court of Appeals Enforcing an Order" shall be substituted for the words "a Decision and Order."



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(b) Sign and return copies of the said notice to the said Regional Director for posting by Gulf Coast Building and Supply Company, Inc., Wood Mechanical Contractors, and Delta Steel Company, should these companies be willing, at all places where notices to their employees are customarily posted.

(c) Notify the said Regional Director, in writing, within 20 days from the receipt of this Decision, what steps it has taken to comply herewith.<sup>16/</sup>

Dated at Washington, D.C. JAN 24 1968

CERTIFIED TRUE COPY  
O. W. FIELDS  
EXECUTIVE SECRETARY, NLRB  
DATE \_\_\_\_\_

<sup>16/</sup> In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read: "Notify said Regional Director, in writing, within 10 days from the date of this Order, what steps Respondent has taken to comply herewith."

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APPENDIX

NOTICE

TO ALL MEMBERS OF INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 480, AFL--CIO, AND TO EMPLOYEES OF FIRMS WORKING ON, OR DELIVERING TO, THE TRACETOWN SHOPPING CENTER IN NATCHEZ, MISSISSIPPI

Pursuant to the Recommended Order of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify you that:

WE WILL NOT engage in, or induce or encourage any person engaged in commerce or an industry affecting commerce, other than Gulf Electric Construction Co., Inc., to engage in, a strike or refusal in the course of their employment to perform any services, where an object thereof is to force or require Gulf Coast Building and Supply Company, Inc., or any other person, to cease doing business with Gulf Electric Construction Co., Inc.

WE WILL NOT threaten, coerce, or restrain any person engaged in commerce or an industry affecting commerce, where an object thereof is to force or require Gulf Coast Building and Supply Company, Inc., or any other person, to cease doing business with Gulf Electric Construction Co., Inc.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 480, AFL--CIO  
(Labor Organization)

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

If members or employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, T6024 Federal Building (Loyola), 701 Loyola Avenue, New Orleans, Louisiana 70113, Telephone 527--6361.

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 480, AFL-CIO

and

Case No. 15-CC-302

GULF COAST BUILDING AND SUPPLY COMPANY, INC.

DECISION AND ORDER

On January 24, 1968, Trial Examiner Sydney S. Asher, Jr. issued his Decision in the above-entitled proceeding, finding that Respondent had engaged in certain unfair labor practices within the meaning of the National Labor Relations Act, as amended, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, Respondent filed exceptions to the Trial Examiner's Decision and a supporting brief, and the General Counsel filed cross-exceptions and a brief in support thereof.

Pursuant to the provisions of Section 3(b) of the Act, the National Labor Relations Board has delegated its powers in connection with this case to a three-member panel.

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions and briefs, and the entire record in this case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.<sup>1/</sup>

<sup>1/</sup> In affirming the Trial Examiner's finding of an 8(b)(4)(B) violation, we do not, in the circumstances of this case, rely upon his conclusion that evidence of Respondent's unlawful object was reflected in the fact that Respondent's picketing did not conform to the standards set forth in Shilor's Union of the Pacific, AFL (Moore Dry Dock Company), 92 NLRB 547, in that Respondent "did not seek permission from Gulf Coast [the general contractor] to picket inside the Tracetown project closer to where Gulf Electric's employees were working."

Member Fanning, in agreeing that Respondent violated Section 3(b)(4)(i)(ii)(B) of the Act, relies only on evidence that Respondent's pickets induced McCullough, an employee of a neutral employer, to refuse to cross

(continued)



## ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the Recommended Order of the Trial Examiner, and hereby orders that Respondent, International Brotherhood of Electrical Workers, Local 480, AFL-CIO, its officers, agents, and representatives, shall take the action set forth in the Trial Examiner's Recommended Order.

Dated, Washington, D. C. JUN 26 1968

Frank W. McCulloch,	Chairman
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John H. Fanning,	Member
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Gerald A. Brown,	Member
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NATIONAL LABOR RELATIONS BOARD

(SEAL)

1/ the picket line. See his general views as expressed in International Brotherhood of Electrical Workers, Local Union No. 11 (General Telephone Company of California), 151 NLRB 1490 footnote 4; and International Brotherhood of Electrical Workers, Local Union No. 11 (L. G. Electric Contractors, Inc.), 154 NLRB 766 at p. 769.

TXD--18--68  
Natchez, Miss.

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF TRIAL EXAMINERS  
WASHINGTON, D.C.

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 480,  
AFL--CIO

and

Case 15--CC--302

GULF COAST BUILDING AND  
SUPPLY COMPANY, INC.

Harry L. Hopkins, Esq., for  
the General Counsel.  
Willie C. Darby, Jr. (Kilborn,  
Darby and Kilborn), of  
Mobile, Ala., for Gulf  
Coast.  
Dixon L. Pyles, Esq. (Pyles and  
Lucker), of Jackson, Miss.,  
for the Respondent and for  
witnesses Ralph Brummett and  
John Erickson.

TRIAL EXAMINER'S DECISION

SYDNEY S. ASHER, JR., Trial Examiner: On March 28, 1967, Gulf Coast Building and Supply Company, Inc., Mobile, Alabama, herein called Gulf Coast, filed charges against International Brotherhood of Electrical Workers, Local No. 480, AFL--CIO, Jackson, Mississippi, herein called the Respondent. Amended charges were filed on July 25, 1967. On August 22, 1967, the General Counsel of the National Labor Relations Board issued a complaint against the Respondent alleging that since on or about February 28, 1967, Respondent has induced and encouraged employees of Gulf Coast, Wood Mechanical Contractors, Delta Steel Company, and other persons, to engage in strikes, and has threatened Gulf Coast, Wood Mechanical Contractors, Delta Steel Company, and other persons; and that an object of this conduct is to force or require Gulf Coast, Wood Mechanical Contractors, Delta Steel Company, and other persons to cease doing business with Gulf Electric Construction Company, Inc., herein referred to as Gulf Electric. It is alleged that such conduct violates Section 3(b)(4)(i) and (ii)(B) of the National Labor Relations Act, as amended (29 U.S.C. Sec. 151, et seq.), herein called the Act. Thereafter, the Respondent filed an answer denying most of the material allegations of the complaint.

Pursuant to notice, a hearing was held before me on October 9, 10, and 11, 1967, at Jackson, Mississippi. All parties were represented and were afforded an opportunity to participate fully in the hearing. Since the close of the hearing, all parties have filed briefs, which have been duly considered.

Upon the entire record in this case, including my observation of the witnesses, I make the following:

10

## Findings of Fact

## I. The Board's Jurisdiction

15 Gulf Coast Building and Supply Company, Inc., is an Alabama corporation with its principal office and place of business in Mobile, Alabama, where it is engaged in commercial and residential construction. It is the general contractor for the construction of the Tracetown Shopping Center located in Natchez, Mississippi, herein called the Tracetown project. During the 12-month period preceding August 22, 1967, Gulf Coast purchased materials 20 valued at more than \$50,000, which were shipped directly to it at the Tracetown project from points outside the State of Mississippi.

25 At all material times, Gulf Electric Construction Co., Inc., a Florida corporation, herein called Gulf Electric, has performed work at the Tracetown project pursuant to a subcontract with Gulf Coast, for which services Gulf Electric has received or will receive during a 12-month period beginning in February 1967 in excess of \$100,000.

30 At all material times, Wood Mechanical Contractors, herein called Wood, and Delta Steel Company, herein called Delta, have performed work at the Tracetown project pursuant to subcontracts with Gulf Coast. Both Wood and Delta are, and at all material times have been, engaged in the building and construction industry.

35 In view of the above facts, it is concluded that Gulf Coast and Gulf Electric are, and at all material times have been, engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

## 40 II. The Respondent and its Agents

The complaint alleges, the answer admits, the Board has found, 2/ and it is now found that the Respondent is, and has at all material times been, a labor organization within the meaning of Section 2(5) of the Act. The complaint alleges, the Respondent admitted at the prehearing conference, 45 and it is found that John L. Erickson is, and at all material times has been, business manager of the Respondent and its agent within the meaning of Section 2(13) of the Act.

50 1/ Immediately prior to the opening of the hearing, with the consent of all parties, a prehearing conference was held at Jackson, Mississippi. All parties were represented and were afforded an opportunity to participate fully therein.

55 2/ International Brotherhood of Electrical Workers, Local 480 (Vickers Inc., Div. of Sperry Rand), 156 NLRB 629, 630.

The complaint alleges and the answer denies that Herbert Robinson, Jeff Laird, and Richard Walters are, and at all material times have been, authorized pickets and agents of the Respondent within the meaning of the Act. Erickson admitted that the Respondent authorized the picketing described hereafter, and that Robinson, Laird, and Walters were paid by the Respondent to conduct such picketing. Accordingly, in agreement with the complaint, it is found that, at all material times, Robinson, Laird, and Walters were agents of the Respondent within the meaning of the Act.<sup>3/</sup>

17

### III. The Unfair Labor Practices

#### A. Events

The complaint alleges, the answer admits, and it is found that, at all material times, the Respondent was engaged in a labor dispute with Gulf Electric. It had no labor dispute with Gulf Coast or any employers engaged in work at the Tracetown project other than Gulf Electric.

On February 23, 1967, the Respondent began picketing the only entrance to the Tracetown project. The picket bore a sign reading:

NO DISPUTE WITH  
ANY OTHER EMPLOYER  
I.B.E.W. LOCAL 480  
PROTESTS  
SUB STANDARD  
WAGES AND  
CONDITIONS  
OF  
GULF ELECTRIC CONSTR. CO., INC.  
ELECTRICAL CONTR.  
NO DISPUTE WITH  
ANY OTHER EMPLOYER

Some employees of neutral subcontractors, including some of Wood's employees, refused to cross the picket line. Other employees crossed the picket line and went to work inside the Tracetown project.

On either March 15 or March 30 <sup>4/</sup> Gulf Coast opened a new "south gate" to the Tracetown project. It bore a sign reading:

South gate. Gulf Electric Construction Company, Inc. This entrance reserved for employees of, and carriers of suppliers making deliveries to, Gulf Electric Construction Company, Inc.

At the same time, a sign was placed over the original gate which read:

<sup>2/</sup> The complaint alleges, and the answer denies, that certain other individuals were agents of the Respondent. I find it unnecessary to decide these issues.

<sup>4/</sup> All dates herein refer to the year 1967.

55

North gate. This entrance reserved for employees of, and carriers and suppliers making deliveries to [here some names were listed.] Employees of carriers and suppliers making deliveries to Gulf Electric Construction Company prohibited from using this gate. Employees or carriers of suppliers making deliveries to Gulf Electric Construction Company must use south gate.

There was also an arrow pointing toward the south gate. Upon the establishment of the south gate, the picket moved from his former location to the new south gate. While the south gate was in existence, no picketing was conducted at the north gate. In early June Gulf Coast demolished the "south gate," leaving the original gate as the sole remaining entrance to the project. The Respondent's picket then returned to the position he had occupied before the "south gate" had been opened.

The picketing ceased on June 23. All in all, there was picketing at one gate or the other continuously from February 28 until June 23, except for part of the day on March 22. Throughout this period the employees of Gulf Electric continued to work at the Tracetown project behind the picket line.

B. Violation of Section 8(b)(4)(i)(B)

1. Inducement and encouragement

a. Contentions of the parties

The complaint alleges that, since on or about February 28, 1967, the Respondent "has induced and encouraged . . . employees of Gulf Coast, Wood Mechanical Contractors, Delta Steel Company, and other persons to refuse to perform services for their respective employers and to engage in work stoppages . . . has picketed or caused to be picketed the Tracetown [project], and has ordered, directed, instructed, requested, and appealed to the [said] employees . . . to refuse to perform services and to cease work for their respective employers." The answer denies these allegations.

b. From February 28 to March 15 or 30

The Board has held

picketing at the secondary employer's premises alone is not per se "inducement or encouragement" within the meaning of clause (i). Whether picketing constitutes "inducement or encouragement" of employees of secondary employers to engage in work stoppages or refusals to perform services is an issue to be resolved in the light of all the evidence in a particular case.<sup>5/</sup>

<sup>5/</sup> Upholsterers' Frame & Bedding Workers Twin City Local No. 61, affiliated with Upholsterers' International Union of North America, AFL-CIO (Minneapolis House Furnishing Company and L. S. Donaldson Company), 132 NLRB 40, 41. See also Local 459, International Union of Electrical, Radio and Machine Workers, AFL-CIO (Eridon, Inc. and Novelty Veilings Co., Inc.), 134 NLRB 598, 599. But compare International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Over-the-Road and City Transfer Drivers, Helpers, Rockmen and Warehousemen, Local No. 41, A.F. of L., 96 NLRB 957, 958; and Local No. 25, Bakery & Confectionery Workers International Union of America, AFL-CIO (King's Bakery, Inc.), 116 NLRB 290, 293.

What is the evidence here?

During the period from the commencement of the picketing until the opening of the new "south gate," the Respondent placed a picket at the only entrance to the project then in existence. This was the entrance through which employees of neutral employers entered the jobsite.

Clayton Spillman, business representative of Laborer's Local 747 in Natchez, testified:

Q. Is it customary in this area for one building trades union to honor the other building trades picket line?  
A. I am sure that it is.

And Erickson admitted on cross-examination:

Q. (By Mr. Darby) What was the policy that you thought that existed among the building and trades unions and their members?

A. It is . . . common knowledge that most craftsmen that belong to the building trades, or individual craft unions do not cross the picket signs if it is by another craft, or even by their own building and trades.

The correctness of the views thus expressed by Spillman and Erickson is attested to by the fact that the Respondent's picketing at the entrance to the Tracetown project did, indeed, keep some employees of neutral employers from performing work behind the picket line. But this was not all. On March 1 Walter McCullough, a truckdriver employed by Delta, arrived at the Tracetown project with a truckload of steel consigned to Gulf Coast. The truck bore Delta's name on its side. Seeing two pickets at the entrance, McCullough stopped his truck, got down, and approached them on foot. He testified:

TRIAL EXAMINER: Did you talk to both of them?

THE WITNESS: Yes, sir.

TRIAL EXAMINER: So the three of you put your heads together, or did you talk to them individually?

THE WITNESS: No, sir, I tried to talk to them individually. And I just told them that---when I walked up there, they just told me NOT TO CROSS THE PICKET LINE. [Emphasis supplied.]

From this it is concluded that the Respondent's pickets, Robinson, Laird, or Walters, orally appealed to McCullough, an employee of a neutral employer making a delivery to a neutral employer, not to cross the picket line. For these reasons, it is found that during this period the Respondent induced and encouraged employees of neutral employers to engage in a work stoppage.

#### c. From early June to June 23

In early June, when the new "south gate" was demolished, the picket returned to his original position at the only remaining entrance to the project. As they had all along, employees of neutral employers, of necessity, utilized this entrance---the only one left. Thus, as before, the picketing induced and encouraged these employees not to cross the picket line. But the pickets

did not only carry a sign. During this period, upon instructions of Erickson, they also maintained a written record of the identity of individuals and the license numbers of vehicles crossing the picket line. Such recording constituted additional inducement and encouragement of employees of neutral employees not to cross the picket line.6/

## 2. Object

### a. Contentions of the parties

10 The complaint alleges that "[a]n object [of the inducement and encouragement, was and is to force or require Gulf Coast, Wood Mechanical Contractors, Delta Steel Company, and other persons . . . to cease doing business with Gulf Electric." In his brief, the General Counsel contends: "A brief review  
15 of . . . the record as a whole will reveal a scheme on the part of [the Respondent to force Gulf Coast and other persons to cease doing business with Gulf Electric."

20 The answer denies the allegations of the complaint. Pointing out in its brief that "the picketing at all times was conducted in keeping with the Moore Dry Dock standards" and that "While important, the location of the union's activities is not conclusive," the Respondent contends that the General Counsel has failed to prove "that the objectives of Local 480 were to compel Gulf Coast to cease doing business with Gulf Electric."

### b. Conclusions

The United States Court of Appeals for the Second Circuit, speaking through Judge Moore, recently stated:

30 In determining the objectives of Local 25, the Board is entitled to look to the totality of the union's conduct, and it is not bound by the union's signs or professed object in picketing. [Cases cited.]  
35 The fact that the union might have had other, valid reasons for picketing---e.g., to enforce area standards---does not absolve it from having an illegal objective.7/

40 Applying that principle to the instant case, the record herein contains clear and convincing evidence that an object of the Respondent's conduct was proscribed by Section 8(b)(4)(B) of the Act.

1. Where, as here, a common situs is involved, the Board in Moore Dry Dock 8/ laid down certain standards to aid in determining whether picketing is primary

45 6/ I need not, and do not, decide whether, as the General Counsel and Gulf Coast contend, such listing was engaged in even before the establishment of the new "south gate." Nor need I decide whether the Respondent induced or encouraged employees of neutral employers not to work in the project  
50 during the period when the separate "south gate" was in existence.

7/ N.L.R.B. v. Local 25, International Brotherhood of Electrical Workers, AFL-CIO [Emmett Electric Co., 66 LRRM 2355, 2357--58 (C.A. 2).

55 8/ Sailors: Union of the Pacific, AFL (Moore Dry Dock Company), 92 NLRB 547.

or secondary. One standard is that picketing "limited to places reasonably close to the location of the situs" may be considered primary. Here, however, Erickson admittedly did not seek permission from Gulf Coast to picket inside the Tracetown project closer to the place where Gulf Electric's employees were working. Thus, the possibility that neutrals would become involved was enhanced.<sup>9/</sup>

2. The executive board of the Respondent met on March 15. The minutes of this meeting contain the following entry under the heading "Business Manager reports":

Our sister local, No #605 has crossed our picket line on the Natchez Miss.Tracetown Shopping Center job.

In addition, Erickson admitted reporting to the Respondent's members or executive board that members of the Plumbers Union were working behind the picket line. (As Gulf Electric was the electrical subcontractor, these plumbers presumably worked for a neutral employer.) This reveals the Respondent's interest in keeping employees of neutral employers from working inside the Tracetown project.

3. On the morning of March 22, at Worley's request, Erickson temporarily removed the picket. That night a regular meeting of the Respondent's membership was held. The minutes contain the following entry:

B-o. Erickson reported on results of picket on Natchez Tracetown job. Wood Mechanical & Electrical has been awarded the electrical labor on this job.

Erickson admitted that he had spoken to Worley on the telephone earlier that day, and that he informed the membership at the meeting that the picket had been removed. On the basis of these admissions and the above-quoted entry in the minutes,<sup>10/</sup> it is concluded that Erickson took down the picket line temporarily that day because he understood (rightly or mistakenly) that Gulf Coast had awarded or would award to Wood (a firm with which the Respondent had a collective-bargaining contract) all the electrical work previously subcontracted to Gulf Electric; in short, that Gulf Electric would be eliminated from the Tracetown project.

4. On the morning of March 23 Bruce Worley, assistant vice president of Gulf Coast, J. B. Fleming, an official of Gulf Electric, and Paul Gilmet, Gulf Electric's general superintendent, conferred with Erickson in Worley's trailer. Worley, on behalf of Gulf Coast, offered: "From now on we will pay the union wage scale to Mr. Fleming's men. We will maintain the working standards, whatever they are." He asked: "would this satisfy Mr. Erickson's requirements?" Erickson was noncommittal. Fleming "offered to sign an agreement

<sup>9/</sup> Teamsters Local Union No. 408 (Chas. E. Wood & Co.), 132 NLRB 117, 125.

<sup>10/</sup> Erickson testified that the entry was erroneous. I do not credit this uncorroborated testimony.



with Mr. Erickson, a working agreement for that job only." Erickson declined. On March 25, in a telephone conversation with Dixon Pyles, Esq., the Respondent's attorney, Worley repeated his offer to pay the electricians employed at the Tracetown project "the union wage rate, [and] we would abide by any established working condition." Pyles promised "to look into it."<sup>11</sup> Worley heard nothing more concerning his offer or Fleming's. Pickets remained posted at the jobsite for approximately 3 months thereafter. This indicates the Respondent's lack of interest in obtaining area wages and working conditions for Gulf Electric's employees.

5. A prehearing statement given by Erickson to a Board agent was put into evidence. It contains the following paragraph:

During our conversation in Worley's trailer on the morning of the 23rd, some one either Worley or Fleming asked me for a copy of our contract so that they could look it over and see what the area scale and working conditions were. I told them I would give them one. However, I never did.

Moreover, Erickson admitted that, before establishing the picket line, he had made no attempt to contact any official of Gulf Electric. This further underscores the Respondent's apathetic attitude toward securing standard wages and working conditions for employees of Gulf Electric.

It may be that the protection and maintenance of area standards was one of the objects of the Respondent's conduct, but in my opinion it clearly was not the sole object. Consideration of the five factors discussed above convinces me that an object of the picketing was to put pressure upon Gulf Coast, a neutral, so that it would cancel its contract with Gulf Electric, the primary employer, and the latter firm would be banished from the Tracetown project. Such an attempt to enmesh Gulf Coast in a dispute not of its own making violates Section 8(b)(4)(i)(B) of the Act.<sup>12</sup>

<sup>11</sup> The findings regarding the March 23 meeting and the March 25 telephone conversation are based upon Worley's testimony. It is found that, during the March 25 telephone conversation, Pyles was an agent of the Respondent acting within the scope of his authority to receive communications from Worley regarding this labor dispute.

<sup>12</sup> The General Counsel and Gulf Coast contend that many other matters (including the fact that before the picket line was established Erickson notified officials of other unions in the Natchez area of his plan) prove the illegal object of the picketing. However, I base my finding only on the five enumerated factors. I deem it unnecessary to decide whether other facts also support the conclusion reached, as such decisions would merely be cumulative and would not alter the recommendation which I make herein. Local 171, United Brotherhood of Carpenters and Joiners of America, AFL-CIO (Joseph J. Bance, d/b/a Bance Floor Covering), 167 NLRB No. 138; and Building and Construction Trades Council of Fond du Lac County, et al. (Roger W. Peters Construction Co., Inc.), 163 NLRB No. 81, footnote 1.

C. Violation of Section 8(b)(4)(ii)(B)

The complaint alleges that since on or about February 28, the Respondent "has threatened, coerced, and restrained Gulf Coast, Wood, Delta, and other persons" and that an object of this conduct "was and is to force or require Gulf Coast, Wood Mechanical Contractors, Delta Steel Company, and other persons . . . to cease doing business with Gulf Electric." The answer denies these allegations.

It is found that by picketing from February 28 to March 15 or 30, and from early June to June 23, which caused employees of neutrals to withhold their services, by appealing to McCullough not to cross the picket line, and by maintaining a record from early June to June 23 of the identity of individuals and the license numbers of vehicles crossing the picket line, the Respondent threatened, coerced, and restrained Gulf Coast, Wood, and Delta, all of whom were engaged in commerce or in an industry affecting commerce.<sup>13/</sup> For reasons set forth above, it is concluded that an object of this conduct was to force or require Gulf Coast to cease doing business with Gulf Electric. Accordingly, this conduct was proscribed by Section 8(b)(4)(ii)(B) of the Act.<sup>14/</sup>

Upon the above findings of fact and upon the entire record in this case, I make the following:

## CONCLUSIONS OF LAW

1. Gulf Coast Building and Supply Company, Inc., Gulf Electric Construction Co., Inc., Wood Mechanical Contractors, and Delta Steel Company are, and at all material times have been, engaged in commerce or in an industry affecting commerce within the meaning of Section 2(6) and (7) of the Act.

2. International Brotherhood of Electrical Workers, Local 480, AFL--CIO, is, and at all material times has been, a labor organization within the meaning of Section 2(5) of the Act.

3. By inducing and encouraging individuals employed by persons engaged in commerce or in an industry affecting commerce to engage in a strike or refusal to perform services, with an object of forcing or requiring Gulf Coast Building and Supply Company, Inc., to cease doing business with Gulf Electric Construction Co., Inc., the Respondent has engaged in and is engaging

<sup>13/</sup> See Asbestos Workers Local Union No. 16 (Cal-Neva Insulation Company), 163 NLRB No. 63.

<sup>14/</sup> The General Counsel produced evidence tending to show that on March 6 Riddle and Hale, masonry contractors, entered the Tracetown project and that the picket told them: "Don't cross the picket line." In his brief, the General Counsel states: "The evidence does not support the allegation that the utterances directed toward Hale and Riddle constitute a separate violation of Section 8(b)(4)(ii)(B) of the Act and the General Counsel does not seek a finding on this basis." In view of this statement, I place no reliance on this alleged incident in concluding that the Respondent violated that section of the Act.

in unfair labor practices within the meaning of Section 8(b)(4)(i)(B) of the Act.

4. By coercing or restraining persons engaged in commerce or in an industry affecting commerce, with an object of forcing or requiring Gulf Coast Building and Supply Company, Inc., to cease doing business with Gulf Electric Construction Co., Inc., the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(b)(4)(ii)(B) of the Act.

5. The above-described unfair labor practices tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce, and constitute unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

Upon the basis of the above findings of fact and conclusions of law, and upon the entire record in this case, I make the following:

#### RECOMMENDED ORDER

It is recommended that International Brotherhood of Electrical Workers, Local 480, AFL--CIO, Jackson, Mississippi, its officers, agents, and representatives, shall:

##### 1. Cease and desist from:

(a) Engaging in, or inducing or encouraging any person engaged in commerce or an industry affecting commerce, other than Gulf Electric Construction Co., Inc., to engage in, a strike or refusal in the course of their employment to perform any services, where an object thereof is to force or require Gulf Coast Building and Supply Company, Inc., or any other person, to cease doing business with Gulf Electric Construction Co., Inc.

(b) Threatening, coercing, or restraining any person, engaged in commerce or an industry affecting commerce where an object thereof is to force or require Gulf Coast Building and Supply Company, Inc., or any other person, to cease doing business with Gulf Electric Construction Co., Inc.

##### 2. Take the following affirmative action, which it is found will effectuate the policies of the Act:

(a) Post at its business offices and meeting halls in Jackson, Mississippi, copies of the attached notice marked "Appendix." Copies of the said notice, on forms provided by the Regional Director for Region 15, after being duly signed by a representative of the Respondent, shall be posted by it immediately upon receipt thereof, and shall be maintained for 60 consecutive days thereafter, in conspicuous places, including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

In the event that this Recommended Order is adopted by the Board, the words "a Decision and Order" shall be substituted for the words "the Recommended Order of a Trial Examiner" in the notice. In the further event that the Board's Order is enforced by a decree of a United States Court of Appeals, the words "a Decree of the United States Court of Appeals enforcing an Order" shall be substituted for the words "a Decision and Order."

TJW--18--68

(b) Sign and return copies of the said notice to the said Regional Director for posting by Gulf Coast Building and Supply Company, Inc., Wood Mechanical Contractors, and Delta Steel Company, should these companies be willing, at all places where notices to their employees are customarily posted.

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(c) Notify the said Regional Director, in writing, within 20 days from the receipt of this Decision, what steps it has taken to comply herewith.<sup>16/</sup>

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Dated at Washington, D.C.

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50 <sup>16/</sup> In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read: "Notify said Regional Director, in writing, within 10 days from the date of this Order, what steps Respondent has taken to comply herewith."

- 11 -

APPENDIX

NOTICE

TO ALL MEMBERS OF INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 480, AFL--CIO, AND TO EMPLOYEES OF FIRMS WORKING ON, OR DELIVERING TO, THE TRACETOWN SHOPPING CENTER IN NATCHEZ, MISSISSIPPI

Pursuant to the Recommended Order of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify you that:

WE WILL NOT engage in, or induce or encourage any person engaged in commerce or an industry affecting commerce, other than Gulf Electric Construction Co., Inc., to engage in, a strike or refusal in the course of their employment to perform any services, where an object thereof is to force or require Gulf Coast Building and Supply Company, Inc., or any other person, to cease doing business with Gulf Electric Construction Co., Inc.

WE WILL NOT threaten, coerce, or restrain any person engaged in commerce or an industry affecting commerce, where an object thereof is to force or require Gulf Coast Building and Supply Company, Inc., or any other person, to cease doing business with Gulf Electric Construction Co., Inc.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 480, AFL--CIO  
(Labor Organization)

Dated \_\_\_\_\_ By \_\_\_\_\_ (Representative) \_\_\_\_\_ (Title)

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material.

If members or employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, T6024 Federal Building (Loyola), 701 Loyola Avenue, New Orleans, Louisiana 70113, Telephone 527--6361.

STATE OF MISSISSIPPI

COUNTY OF HINDS

AFFIDAVIT

I, John L. Erickson, after being duly sworn, on my oath, depose and say:

I am the Business Manager for International Brotherhood of Electrical Workers Local 430 located in Jackson, Mississippi. My home address is Belvedere Apartments, Jackson, Mississippi.

On or about February 8, 1967, it was brought to my attention by a Mr. Flowers, an employee of Gulf Electric Construction Company, Inc., who was doing the electrical work on the Trace Town Shopping Center in Natchez, Mississippi, that they were paying under union scale. Gulf Electric I learned was paying \$3.50 per hour when the union scale for this type of work is \$4.30 per hour. Mr. Flowers also informed that he did think Gulf Electric had an apprenticeship and training program, that they were just using laborers.

On or about February 22, 1967, I asked the membership of the Local for permission to put up an informational picket at the Trace Town construction project. I received permission from the Local to put up this informational picket sign. On or about February 23, 1967, I informed the Building Trades Council that I was going to put up an informational picket at the Trace Town job.

On February 28, 1967, we put up a picket at the Trace Town construction project. On February 28, 1967, I was on the picket line during the morning and on this morning a man came up to me on the picket line and introduced himself as St. John, who was superintendent of the project. He wanted to know what the picketing was about and I told him that it was an informational

picket and we didn't have any dispute with him. St. John stated that he wanted to talk with me man to man and I told him I could not talk with him since I had been told not to, he then remarked that I was not any kind of man at all and then walked off. This is all I recall that was said during this conversation except I did mention the letter that I had sent to Gulf Coast through the State Building Trades Council.

On the night of February 28, 1967, my wife and I went to the Albert Pick Motel for dinner. While we were in the dining room a man came up and introduced himself as Mr. Worley and he said that he and his attorney would meet with me and my attorney on Thursday afternoon. I told him alright. Worley went back to his table and sat down and after I had given what he had said some thought I went over to his table and asked him for his card and asked him if he would be in Mobile the next day so my attorney could get in touch with him. He gave me his card and said he would be in Mobile. This is all I recall of this conversation.

On March 1, 1967, I called our attorney, Mr. Dixon Pyles, and told him to call Mr. Worley in Mobile. I asked Mr. Pyles to call Worley and find out what he wanted us to do. I understand that on this morning Mr. Pyles did place a call to Mr. Worley but was unable to reach him so Mr. Pyles left word for Mr. Worley to call him.

On March 1, 1967, at about 6:45 A.M. I was on the picket line at the Trace Town construction project. At about 7:15 A.M. a truck pulled up and parked which had a load of steel on it. The truck parked on the roadway at the side of the highway. The driver got out of the truck and came up and asked me what the dispute was. I told him it was an informational picket and this driver told me that he wasn't going into the project until he had called Delta Steel. This driver told me that he was a non-union

man and that he just didn't know what to do. At about 7:30 A.M. on this date this driver left the entrance to the project I assume to go call Delta Steel. The driver came back shortly and stated he was unable to get in touch with Delta Steel. I told this driver that before I would see him drive all the way from Jackson I would recommend that he go on in and unload. The driver stated that he would not go in until he had talked with Delta Steel. At about 8:00 A.M. on this date the driver went back to try to call Delta Steel and while he was gone Mr. St. John drove his truck into the project.

I have instructed my pickets to put the sign up about 6:45 A.M. each day and take it down 3:15 P. M. This would be Monday through Friday. We did not picket over the weekend. I have instructed my pickets not to harass anyone or try to keep anyone from going into the construction project. I have also instructed them not to discuss the dispute except for what is on the picket sign itself. On February 28 and March 1, 1967, I was on the picket line along with two other pickets. Since March 1st, the Union has only had two men doing the picketing. One man pickets while the other man, and the other man relieves him. Any other individuals that are around the picket sight site other than our picket and his relief are not connected with the union.

has  
The union/~~is~~ not attempted to stop any deliveries or cause any type of work stoppage. The union has not contacted any off~~the~~ contractors or sub-contractors or their employees on the Trace Town project in any way.

Mr. Joe Wood, of Wood Mechanical Contractors in Jackson, Mississippi, has called me on at least three occasions. Wood Mechanical has a contract I believe, to do some of the plumbing work on the Trace Town project. One time Mr. Wood called me and told me that he had run a test on the project on Saturday, March





STATE OF MISSISSIPPI

COUNTY OF HINDS

AFFIDAVIT

I, John L. Erickson, upon my oath depose and say:

I am the Business Manager of International Brotherhood of Electrical Workers Local 480 located in Jackson, Mississippi. My home address is Belvedere Apartments, Jackson, Mississippi. My office telephone number is 353-2936.

At no time prior to the morning of March 22, 1967, did I receive a telephone call from Bruce Morley about any agreement which might settle the labor dispute which we have with Gulf Electric Company at the Tracetown Shopping Center job in Natchez.

I was informed on Tuesday, March 21, by Mr. Brummett and by Mr. Spillman that Morley had requested a meeting with the Natchez Building Trades Council in Natchez on that day. I was unable to attend that meeting and did not attend it.

The only thing I learned on that day (March 21) about what transpired at that meeting was that evening when Ralph Brummett called me and told me that they were trying to work out some kind of agreement which would settle the dispute. My best recollection is that Brummett did not go into great detail about the proposed agreement at that time but I do recall that he asked me if I was protesting non-union people being on the job - - whether I was going to try to organize the non-union people later on. He wanted to know whether, if they could work out an agreement, the non-union electricians would be able to continue working on the job. I told him that they would be able to continue working, that all we were interested in getting was union wages and working conditions - that I didn't mind

me. I felt that I would not have to police the matter at all under those conditions because Wood has a contract with our local. I was not worried about it at all because of the fact that Wood was going to carry the electricians on his payroll so I did not call Worley that day and discuss the matter with him at all. I felt that I had no reason to.

At some time after the foregoing telephone conversation with Mr. Brummett I received a telephone call from Joe Wood. Wood asked me at that time to assure him of my earlier statement to Brummett regarding the non-union electricians on the project. I told Wood essentially the same thing I had told Brummett, that is that the non-union electricians could continue working and that we would accept no local union dues from them whatsoever. That was the extent of my conversation with Wood at that time.

That night at around 10 P. M. while I was still at the office Mr. Wood called me again and told me that there would be no agreement whatsoever. I don't recall exactly what I said but I might have asked him ~~what~~ why. All I recall him saying was that they would not pay the scale. I do not know who he meant by "they". That is all of that conversation.

I instructed my pickets to resume picketing the following day. They did so.

On Thursday, March 23, at about 10 A. M. I was on the picket line at the Tracetown project when Mr. Worley, Mr. Fleming of Gulf Electric and another man with Gulf Electric whose name I do not know came to the picket line. Mr. Worley introduced himself and then asked me why the picket line was back up. I told him that after the conversation I had had with him on Tuesday I didn't want any more conversations with him. Mr. Fleming introduced himself to me, then Mr. Worley asked me if I would

come let them explain why they had been unable to work anything out and I told him that I would listen to him. We left the picket line and went to Morley's office in my automobile.

In Morley's office Mr. Fleming said that Gulf Electric had done jobs on government bases, that they had always paid the scale. He asked me whether if Gulf Electric paid the scale on the Tracetown job did I have any objection to Gulf Electric. I told him that I did not. Fleming said that he had not figured that kind of money into the job. The other man with him said that that was so. Fleming then asked Morley if Gulf Coast would pick up the tab for the extra amount. Morley said Gulf Coast would do that and asked Fleming to give him an estimate that day as to how much would be involved. Fleming said he thought he could do that without going back to his office in Crestview. Morley wanted to know of me/~~when~~<sup>whether</sup> I was leaving town right away. I said that I was not. He then wanted to know if I would check with him later that afternoon. I told Mr. Morley that in order that we might be assured that union scale and conditions were in fact going to be paid by Gulf Coast, that he (Morley) should have his attorney, Mr. Darby, contact my attorney, Mr. Pyles. Morley said he would do that. The only further conversation I can recall was that I asked Mr. Fleming to contact his people on the job and have them quit throwing gravel on the picket carriers. He said that he would do so.

Fleming made no mention of how much extra it would cost them to pay union scale while I was present in Morley's office at that time. Fleming at no time during this conversation said that he thought that he was paying the union scale. He in fact said that he was not paying the union scale and would not unless Gulf Coast or Mitchell did something about it. Mr.

Fleming at no time during this conversation offered to sign a contract with Local 480. In fact, he said he was a non-union shop out of Crestview, Florida, and had no intention of signing any union contract. I told him that I wasn't down there to try to get him to sign a contract in the first place and that any way I couldn't sign a contract with him even if he wanted to, that if he signed a contract it would have to be with someone in his home area. At some point in the conversation Mr. Fleming asked me just what it was that we wanted. I told him that we wanted the contractor to pay the area union scale and provide area working union conditions and that we wanted the contractor to not tear down local wages and working conditions. I believe that at some point during the conversation I also said that what we wanted was just what was on the picket sign. I told them that when they first walked out to the picket line that morning. Mr. Worley asked me whether if the contractors paid union scale and provided union working conditions would it end the dispute. I answered by telling Mr. Worley to have Mr. Darby call Mr. Pyles.

Because Mr. Worley had asked me to, later that day I went back by his office before leaving town to see him. He was either busy or out so I left a message with the secretary in the office stating that I was leaving town and that I had been unable to contact Mr. Pyles.

Local 480 is part of the Natchez Building and Construction Trades Council. I do not hold any office in that Council, I never have. At the present time the Natchez Building and Construction Trades Council is defunct. However, we are trying to activate it again and hopefully by ten o'clock tomorrow morning it will again be active. There have been no meetings of the Natchez Building and Construction Trades Council for approximately two years. The jurisdiction of Local 480 (without reference to

the Natchez Building and Construction Trades Council) does extend to Natchez and Adams County. Since last Friday I have been temporary president of the Jackson Building and Construction Trades Council. Prior to that time I held no office in the Jackson Council. However, while I held no office I was on the Executive Board, and still am, by virtue of the fact that every Business Agent is a member of the Executive Board.

As far as I know Mr. Brummett's role in the current dispute at the Tracetown project is only that of Business Agent for the United Association. He was president of the Jackson Building and Construction Trades Council until last Friday. To the best of my knowledge he holds no office in the Natchez Building and Construction Trades Council. I, at no time, have authorized Mr. Brummett to speak for me or act on my behalf in the current dispute with Gulf Electric. At no time have I told Mr. Brummett to withdraw from the current dispute.

At no time have I told anyone that I wanted all the non-union ~~labor~~ electricians on the Tracetown job off the job nor have I told anyone that I wanted all of the electricians on the Tracetown job to be out of Local 400. The fact of the matter is Local 400 could not supply electricians for that job even if asked, without calling travelers in.

During my conversation with Worley, Fleming and the other man from Gulf Electric in Worley's trailer the morning of the 23rd, Mr. Fleming, ~~asked~~ mentioned the fact that on their government jobs where they are subject to the Bacon-Lavis Act they are required to pay one per cent into a pension fund. This is the one per cent called for by union contracts. He asked me what about that. I asked him how he handled it on his other jobs where he paid it. He said that on those jobs he had always paid it directly to the men. I told him that was alright with

me. Mr. Fleming also told me that they had Federal indentured apprentices in the Crestview area. To the best of my recollection nothing further was said about the apprenticeship program. They had been asking me about union conditions and I told them that that (the apprenticeship program) was one of the conditions that they were tearing down. At no time has Mr. Fleming ever told me that he would be willing to bring some of his apprentices from the Crestview area to the Tracetown project.

I have had no conversations or communications with Mr. Worley or Mr. Fleming since our conversation in Worley's office on the morning of the 23rd. The next thing I heard from them was when the current unfair labor practice charge was filed against my local. According to the last information I have, they are still not paying the electricians in accordance with Area standards.

During our conversation in Worley's trailer on the morning of the 23rd, some one either Worley or Fleming asked me for a copy of our contract so that they could look it over and see what the area scale and working conditions were. I told them I would give them one. However, I never did. ~~REDACTED~~

At no time subsequent to the conversation with Worley and Fleming on the 23rd have I asked Dixon Pyles to call Mr. Darby or Mr. Worley or Mr. Fleming.

I have read the foregoing typewritten statement contained on this page and others and swear that it is true to the best of my knowledge and belief.

John L. Ericson  
John L. Ericson

Subscribed and sworn to before me, this 5th day of April, 1967, at Jackson, Mississippi.

David L. McGowan  
David L. McGowan  
Attorney, NLB.

## BEFORE THE NATIONAL LABOR RELATIONS BOARD

## Fifteenth Region

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:  
In the Matter of: :  
:  
INTERNATIONAL BROTHERHOOD OF :  
ELECTRICAL WORKERS, LOCAL 480, :  
AFL-CIO :  
:  
and : Case No. 15-CC-302  
:  
GULF COAST BUILDING AND SUPPLY :  
COMPANY :  
:  
----- x

Room 538,  
U. S. Post Office Building,  
Jackson, Mississippi  
Monday, October 9, 1967.

The above entitled matter came on for pre-hearing  
conference, pursuant to notice, at 10:15 o'clock, a.m.

BEFORE:

SYDNEY S. ASHER, JR., Esq., Trial Examiner.

APPEARANCES:

HARRY L. HOPKINS, Esq., National Labor Relations Board,  
701 Loyola Avenue, New Orleans,  
Louisiana, appearing for General  
Counsel.

WILLIS C. DARBY, JR., Esq., Kilborn, Darby and Kilborn,  
154 St. Louis Street, Mobile,  
Alabama, appearing for the  
Charging Party.

DIXSON PYLES, Esq., Pyles and Tucker, 507 East Pearl  
Street, Jackson, Mississippi,  
appearing for the Respondent.



## AFTERNOON SESSION

TRIAL EXAMINER ADLER: The hearing will come to order.  
Call your witness.

Whereupon,

## ABRAHAM FICHELL

was called as a witness by and on behalf of the General  
Counsel and, having been first duly sworn, was examined and  
testified as follows.

MR. PYLES: Your honor, may we invoke the rule?

TRIAL EXAMINER: Any objection?

MR. HOPKINS: I have no objection.

MR. DABBY: I would like Mr. Morley to remain in the room.

TRIAL EXAMINER: Who is he?

MR. DABBY: That position do you hold with Gulf Coast?

MR. MORLEY: Assistant vice president.

TRIAL EXAMINER: The Charging Party?

MR. DABBY: Sir?

TRIAL EXAMINER: The Charging Party?

MR. DABBY: Yes, sir, the Charging Party.

TRIAL EXAMINER: Any objection to that?

MR. PYLES: If he is going to be used as a witness, I  
would object to him, unless he is put on first.

TRIAL EXAMINER: Oh, I think every counsel is entitled  
to have one representative of his party to stay with him  
during the entire hearing.

1 I will grant the motion to sequest, sir.

2 Have we got a room reserved for their use? The room  
3 that we were in for conference?

4 MR. MCPHAIN: I had planned that room for my witnesses.  
5 I hadn't gotten a room for--

6 TRIAL EXAMINER: Well, you don't have to sequest them  
7 in separate rooms, do you?

8 MR. MCPHAIN: It is customary procedure--

9 TRIAL EXAMINER: Well, off the record.

10 (Discussion off the record.)

11 TRIAL EXAMINER: On the record.

12 Let the record show that all of the witnesses have left  
13 the room except Mr. Morley and John Erickson.

14 Proceed.

15 Give your name and address, please.

16 THE WITNESS: My name is Joe Mitchell, Box 2008, Mobile,  
17 Alabama.

18 DIRECT EXAMINATION

19 Q (By Mr. Hopkins) Where are you employed, Mr. Mitchell?

20 A The Gulf Coast Building and Supply Company, Incorporated.

21 Q And what position do you hold with Gulf Coast?

22 A I am the president.

23 Q And how long have you held the position?

24 A Approximately five years.

25 Q Are you acquainted with an attorney at law by the name

1 of Dixon L. Pyles?

2 A Yes, sir.

3 Q Will you tell us whether or not you ever have had an  
4 occasion to speak with Mr. Pyles on the telephone?

5 A Yes, sir.

6 Q And please tell us when you spoke with Mr. Pyles on the  
7 telephone.

8 A On the 3rd day of March of 1967.

9 Q Now, was anyone with you when you spoke with him?

10 A Yes, sir.

11 Q Who was with you?

12 A Mr. Bruce Worley.

13 Q Was anybody able to hear the conversation that you had  
14 with Mr. Pyles, that you know of?

15 A Mr. Bruce Worley.

16 Q How was he able to do that?

17 A Well, he was on the other phone.

18 Q Now, would you tell us where you were when you had this  
19 conversation?

20 A In Mobile, Alabama.

21 Q Do you know where Mr. Pyles was?

22 A Jackson, Mississippi.

23 MR. PYLES: Your Honor, I'm going to object to any testi-  
24 mony about any alleged telephone conversation between Mr.  
25 Mitchell and Mr. Worley and myself for two reasons. One,

1 Answer the question.

2 THE WITNESS: I have forgotten what the question was.

3 TRIAL EXAMINER: Will you read the question, please,

4 Mr. Reporter?

5 (Question read.)

6 THE WITNESS: She has a pad in front of her and writes  
7 down the numbers.

8 (By Mr. Hopkins) Now, how do you know that she does  
9 this?

10 A. Well, I see her do it often.

11 MR. HOPKINS: Often.

12 I would like to have this marked as General Counsel's  
13 Exhibit No. 6 for identification.

14 MR. PYLES: I would object to that, Your Honor. It is  
15 incompetent, irrelevant, immaterial--

16 TRIAL EXAMINER: It hasn't been offered yet, Mr. Pyles.  
17 The objection is overruled as premature.

18 (The document above referred to  
19 was marked General Counsel's Exhibit  
20 No. 6, for identification.)

21 (By Mr. Hopkins) Mr. Worley (sic), I show you a document  
22 identified as General Counsel's Exhibit No. 6, and ask you if  
23 you can identify that.

24 A. Yes, sir.

25 Q. And what is that slip?

A. That's a call slip from Dixon Pyles to me.

1 MR. PYLES: I object to that.

2 THE WITNESS: Bruce Worley, rather.

3 MR. PYLES: I object to that.

4 THE WITNESS: Now, there's some--

5 TRIAL EXAMINER: Just a minute. There's an objection.

6 Are you objecting to the question?

7 MR. PYLES: I am objecting to the question, and the  
8 answer, and move that it be stricken.

9 TRIAL EXAMINER: I will strike everything after he said,  
10 "That's a call slip."

11 MR. HOPKINS: On what basis?

12 TRIAL EXAMINER: Read the question back, please.

13 (Question read.)

14 TRIAL EXAMINER: On the basis that he was attempting to  
15 testify orally to the contents of the writing?

16 (By Mr. Hopkins) All right.

17 Did you receive General Counsel's Exhibit No. 6 from  
18 anyone?

19 A Yes, sir.

20 Q All right.

21 Who did you receive that from?

22 A Just now?

23 Q No, originally.

24 MR. PYLES: Your Honor, I am not sure I know what General  
25 Counsel's Exhibit No. 6 is, not having a list of the exhibits.

1 and immaterial, as to whether he did or did not.

2 TRIAL EXAMINER: Overruled. Answer the question.

3 THE WITNESS: Yes.

4 (By Mr. Hopkins) Now, what date did you do that?

5 The 1st of March.

6 Was that the date you returned the call, or did you  
7 return it some later date?

8 MR. PYLES: I object to him impeaching his witness.

9 TRIAL EXAMINER: Sustained.

10 Don't answer it.

11 (By Mr. Hopkins) When did you call? When was this  
12 number called?

13 MR. PYLES: Objection to that. He has already answered.  
14 He said he called it on the 1st of March.

15 TRIAL EXAMINER: Sustained.

16 (By Mr. Hopkins) Well, what was said during the conver-  
17 sation?

18 MR. PYLES: Now, I'm going to object, Your honor, as to  
19 what was said.

20 TRIAL EXAMINER: Sustained.

21 (By Mr. Hopkins) What was said when the phone was  
22 answered?

23 MR. PYLES: Now, I'm going to object to that, unless it  
24 can be proved that Mr. Erickson, or somebody from Local 480  
25 was present.

1 TRIAL EXAMINER: Sustained.

2 Just a minute. I may reconsider that.

3 Are you asking the identification of the first words  
4 that were said to identify the person on the other end of  
5 the phone?

6 MR. HOPKINS: Yes, sir, that's exactly right.

7 MR. PYLES: I would object to that. He couldn't possibly  
8 know who was saying what.

9 TRIAL EXAMINER: I think I will permit that for purposes  
10 of trying to identify the person on the other end of the line,  
11 what office it was that received the call.

12 Answer the question.

13 THE WITNESS: Dixon Pyles answered the phone.

14 MR. PYLES: Now, Your Honor, I am going to object to  
15 that question.

16 TRIAL EXAMINER: That wasn't what you were asked, and  
17 I will sustain that, because that was not proper.

18 (By Mr. Hopkins) Just please tell us what was said, in-  
19 sofar as you heard from the beginning, after this call was  
20 made.

21 MR. PYLES: Your Honor, I am going to object to that.  
22 What was said outside of the hearing of Mr. Erickson, or any  
23 officer of Local 460 would be purely hearsay. It is self-  
24 serving. Telephone conversations, of course, can't be admitted  
25 into evidence, because we could prove most anything.

1 THE WITNESS: Yes, sir.

2 MR. PYLES: Your Honor, I object to that, unless it is  
3 proved that he has some special training and can just give  
4 an opinion of that sort. It is not proper.

5 TRIAL EXAMINER: I will overrule the objection.

6 How sure are you of that?

7 THE WITNESS: Sure. Absolutely, 100 percent sure.

8 TRIAL EXAMINER: Is today the first time you ever heard--

9 THE WITNESS: No, sir. I had about a 3-hour conversation  
10 with him since then.

11 TRIAL EXAMINER: Since, face to face?

12 THE WITNESS: Face to face, under oath.

13 TRIAL EXAMINER: And you are positive that the voice you  
14 heard that day in March was the same as the voice of Mr. Pyles?

15 THE WITNESS: Yes, sir.

16 TRIAL EXAMINER: Well, I think that is sufficient enough.

17 MR. PYLES: Your Honor, may I have an objection to this,  
18 and move that it be stricken?

19 TRIAL EXAMINER: Yes.

20 The objection is overruled.

21 Now, you may have a continuing objection to the entire--

22 MR. PYLES: All right.

23 Now, then, I object--I want a continuing objection to  
24 the entire conversation.

25 TRIAL EXAMINER: You have got a continuing objection,



1 which is overruled.

2 Q (By Mr. Hopkins) Now, would you please give us the date  
3 on which you talked to Mr. Pyles?

4 A On a Friday.

5 TRIAL EXAMINER: It is already in there.

6 THE WITNESS: On a Friday. I don't have a calendar. If  
7 I did, I could tell you the date.

8 MR. PYLES: Now, your Honor, this is an attempt to im-  
9 peach the witness on an obviously erroneous statement.

10 TRIAL EXAMINER: I will sustain the objection on the  
11 grounds stated, and I will strike the answer.

12 Q (By Mr. Hopkins) Will you please tell us what was said  
13 during the conversation? What you said, and what Mr. Pyles  
14 said, if anything, and what Mr. Worley said, if anything?

15 MR. PYLES: I object--

16 Do I have a continuing objection?

17 TRIAL EXAMINER: You have.

18 The objection is overruled.

19 THE WITNESS: Yes, sir.

20 Bruce Worley was on the phone. I explained to Mr. Pyles  
21 that Bruce Worley was on the phone, hearing what we had to say.  
22 I told Mr. Pyles in instances such as this that I should do  
23 the talking and not Mr. Worley. I then asked Mr. Pyles what  
24 was the reason for the strike, and he told me I was employing  
25 people at sub-standard wages and sub-standard working conditions.

1 At which time I told him that I did not understand what sub-  
2 standard wages and working conditions were.

3 And he proceeded to tell me that as a layman--or he  
4 wasn't able to get into all of this with me.

5 We further talked, and he told me that there were  
6 electricians working on the job, that I had working on the  
7 job, that were getting less than the prevailing wage which  
8 they had worked years and years to build up. And then he  
9 suggested that I have my lawyer get in touch with him, myself,  
10 my lawyer, Mr. Erickson, and Mr. Pyles all meet and see if  
11 we get the strike settled.

12 (By Mr. Hopkins) Who said that?

13 A. Mr. Pyles.

14 Q. What did you say, if anything?

15 A. I told him that I would talk with my lawyer.

16 MR. PYLES: May I move to have all of that stricken as  
17 being improper, incompetent, irrelevant and immaterial?

18 MR. HOPKINS: That's a pretty general objection. I don't  
19 believe the general objections are acceptable in the State of  
20 Mississippi.

21 TRIAL EXAMINER: I will overrule the objection, and deny  
22 the motion to strike.

23 (By Mr. Hopkins) Do you recall anything else being said  
24 by either of the parties?

25 A. Yes, Mr. Pyles asked me how long I had been in the business

1 and I told him that I had been in this particular part about  
2 two years. He told me he thought I was pretty naive. He  
3 further told me-- He wanted to know a good deal about my  
4 lawyer's background. That was also brought out, about what  
5 type of lawyer I had and so forth.

6 Q Can you recall anything else--

7 Did he make a reference to your being naive as to any  
8 particular subject?

9 MR. PYLES: I object to that. Whether or not he is naive,  
10 or untruthful, right at this particular moment, there is no  
11 relevancy for that.

12 TRIAL EXAMINER: Let's get the full conversation.

13 Overruled.

14 Answer the question.

15 THE WITNESS: Well, I think that came about when I told  
16 him that I didn't understand what sub-standard working con-  
17 ditions and sub-standard wages were, and he told me that was  
18 common terminology, and common situs picketing. And then he  
19 proceeded to tell me that he wasn't in a position to educate  
20 a layman.

21 Q (By Mr. Hopkins) And what was the last thing said in  
22 the conversation?

23 MR. PYLES: Your Honor, that is repititious. I am going  
24 to object to the repitition of what he has asked him. He has  
25 testified to it three times now.

1 TRIAL EXAMINER: Overruled.

2 Answer the question.

3 THE WITNESS: Well, Mr. Pyles suggested that I get my  
4 lawyer, and he would get Mr. Erickson, and all of us, and  
5 we would see if we could get this thing worked out.

6 Q (By Mr. Hopkins) Now, Mr. Mitchell, did you have an  
7 occasion to visit the jobsite while the picketing was in  
8 progress?

9 A Yes, sir.

10 Q When did you make that visit?

11 MR. PYLES: Your Honor, at this time may I move that all  
12 of the testimony with reference to the telephone conversation,  
13 what was said, be stricken as to being incompetent, irrelevant,  
14 and immaterial, and no proper predicate having been laid for  
15 the introduction of any so-called telephone conversation?

16 TRIAL EXAMINER: The motion to strike will be denied.

17 Q (By Mr. Hopkins) When did you first go to the jobsite  
18 while the picketing was in progress?

19 A It was on a Thursday.

20 Q What month was that in?

21 A Either at the end of March or at the beginning of-- I  
22 mean, either at the end of February or the beginning of March.

23 Q All right.

24 Were you alone, or were you with others?

25 A I was with some other people.

1 Q And who were you with?

2 A I was with an engineer.

3 Q What is his name?

4 A Jim Garrett

5 Q And would you tell us what, if anything, happened when  
6 you went to the job site?

7 A We went up to where the picket was, and I had to stop  
8 the car and almost ran into a ditch because the picket didn't  
9 get out of the way.

10 Q What do you mean, he didn't get out of the way?

11 A Well, he was walking across a roadbed, a turn off the  
12 road, and we pulled in, and I thought he would move, but he  
13 didn't move-- Well, he moved after a few minutes. He didn't  
14 move right away, and Garrett swerved and almost ran into the  
15 ditch to keep from hitting him.

16 Q Did the fellow that was in the driveway have anything  
17 with him that would identify him in any way?

18 A He had a picket sign.

19 Q I will show you, Mr. Mitchell, two pictures. One is  
20 marked as General Counsel's Exhibit No. 3, and one is marked  
21 as General Counsel's Exhibit No. 4. I ask you if you can  
22 identify either of those gentlemen in the picture?

23 A Yes, sir.

24 Q And which one are you able to identify?

25 A Both of them.

1 Q Both of them.

2 Q How are you able to identify them?

3 A Well, I recognize their appearance, and also their signs?

4 Q Now, the fellow that was in the roadway that day, can  
5 you tell us whether or not that is a picture of either one  
6 of them?

7 A Yes, sir.

8 Q And which one was in the roadway?

9 A This one (indicating).

10 Q What's on the back of that one?

11 A GC-4.

12 Q Do you happen to know his name?

13 A No, sir.

14 MR. PYLES: Your Honor, has the date and time been  
15 established in this?

16 TRIAL EXAMINER: The date was set toward the end of  
17 February or early March. The time of day has not been set.

18 Q Could you bring that out?

19 V (By Mr. Hopkins) What time of day was it, Mr. Mitchell?

20 A As I best recollect, it was about 10:00 o'clock in the  
21 morning.

22 MR. HOPKINS: That's all I have.

23 TRIAL EXAMINER: Does the Charging Party have any further  
24 questions?

25 MR. DARBY: No direct.

1 TRIAL EXAMINER: Cross examine.

2 CROSS EXAMINATION

3 MR. PYLES: Now, may I make a motion to strike all of  
4 the testimony of this witness as being incompetent, irrelevant  
5 and immaterial?

6 TRIAL EXAMINER: Denied.

7 (By Mr. Pyles) Mr. Mitchell, would you give us a brief  
8 resume of your educational background?

9 MR. HOPKINS: I object to that. A resume of his educational  
10 background would be completely irrelevant.

11 TRIAL EXAMINER: I allow a lot of latitude on cross exami-  
12 nation, but this is going a little far afield.

13 Can you do this very briefly?

14 MR. PYLES: Well, I will rephrase the question.

15 (By Mr. Pyles) Well, have you graduated from any college?

16 TRIAL EXAMINER: I will permit that.

17 THE WITNESS: Yes, sir.

18 (By Mr. Pyles) Which college did you graduate from?

19 A The University of Alabama, and New York University.

20 Q The University of Alabama and New York University?

21 A Yes, sir.

22 Q Now, do you have a law degree as well as a bachelor's  
23 degree of some sort?

24 A I do not have a bachelor's. I do have a law degree.

25 Q You do have a law degree from the University of Alabama?

1 A No, sir, you didn't tell me that.

2 Q All right.

3 What did I tell you?

4 A You told me high was higher.

5 Q Now, the picket signs said that the dispute was with  
6 Gulf Electric Company, didn't it?

7 A I think that's what the picket line said on the face of  
8 it--the picket sign, rather.

9 Q Now, the picket sign didn't show any dispute with you,  
10 that is, Gulf Coast, did it?

11 A Not on the surface, no, sir.

12 Q All right.

13 Now, were you calling at that time with reference to  
14 Gulf Coast, or for them?

15 A Gulf Coast Building and Supply Company?

16 Q Gulf Coast Electric Company.

17 A No, sir, I wasn't calling for Gulf Coast Electric Company.  
18 I was calling for Gulf Coast Building and Supply Company.

19 TRIAL EXAMINER: Aren't we a little mixed up here in  
20 the name of that electric company?

21 MR. PYLES: I don't know.

22 THE WITNESS: You are, sir.

23 TRIAL EXAMINER: I think you are a little confused.

24 MR. PYLES: No, I don't think I am confused. I may have  
25 the name improper, but I--



1 TRIAL EXAMINER: I mean the name. I am talking about  
2 the name.

3 MR. PYLES: Well, you didn't say that, Your Honor.

4 TRIAL EXAMINER: The company you are talking about has  
5 been identified in the pleadings as Gulf Electric.

6 MR. PYLES: All right.

7 TRIAL EXAMINER: Now, we understand one another.

8 Q (By Mr. Pyles) Now, do you have any connection with  
9 Gulf Electric?

10 A No, sir.

11 Ownershipwise?

12 Q Any connection, any way.

13 A I have a contract with them.

14 Q You have a contract with them?

15 A I had a contract with them.

16 Q You don't own any stock in them?

17 A No.

18 Q Now, I did tell you that they were undermining the area  
19 of wages and working conditions of the electricians, didn't I?

20 A You told me I was.

21 Q Oh, you remember that.

22 A Yes, sir.

23 Q Your memory improves on that.

24 A That was a very singular feature of the conversation.

25 Q You never did answer my question as to whether or not

1       Q       I was in bed.

2       Q       What were you doing in bed?

3       A       I had a cold, and I wasn't feeling well.

4       MR. TYLER: I don't have any cross examination on the  
5       cold. If he has not a cold, he has not a cold.

6       TRIAL EXAMINER: You are free to go if you want to.

7                               (Witness excused.)

8       MR. HOPKINS: May I have about two minutes?

9       TRIAL EXAMINER: Off the record.

10                   ( A short recess was taken.)

11       TRIAL EXAMINER: The hearing will come to order.

12       Whereupon,

13                   CLAYTON SPILLMAN

14       was called as a witness by and on behalf of the General  
15       Counsel and, having been first duly sworn, was examined and  
16       testified as follows:

17       TRIAL EXAMINER: State your name and address.

18       THE WITNESS: My name is Clayton Spillman. I live at  
19       303 Chickasaw, Natchez, Mississippi.

20       MR. HOPKINS: I would like to call this witness on the  
21       basis of the 43-b rule of procedure.

22       TRIAL EXAMINER: Well, you establish his eligibility,  
23       and at that point make your motion, and we will see if there  
24       is any opposition.

25                   DIRECT EXAMINATION

1 Q (By Mr. Hopkins) What is your occupation, Mr. Spillman?

2 A I am the business representative for Laborer's Local 747  
3 in Natchez.

4 Q 747?

5 A Yes, sir.

6 Q How long have you held that office?

7 A Right at three years, sir.

8 Q Do you hold any other office, association, or--

9 A No, sir.

10 Q How about the Natchez Building and Construction Trades  
11 Council?

12 A No, sir.

13 Q You are not president of the Natchez Building and Construc-  
14 tion Trades Council?

15 A No, sir, we don't have a building trades council there.

16 Q Is it sort of a defunct organization that you just haven't  
17 got started yet?

18 A It never did function.

19 Q Did you hold any office in that--

20 A Yes, I was at one time--I tried to recreate it, and I  
21 was voted as president, but it never did function. They  
22 never held a meeting.

23 Q And when was that, Mr. Spillman?

24 A To give you the exact date and time, it is just impossible.  
25 I just don't--it is impossible, sir. I just don't know.

1 Now, did you at any time keep your man off of the picket  
2 line down there at the Tracetown Shopping Center?

3 No, sir. I didn't have to keep them off. They stayed  
4 off themselves.

5 Did you ever tell them not to work on Tracetown?

6 No, sir, I didn't tell them not to work.

7 Did they work down there?

8 Yes, sir.

9 And did you ever fine any of them for working down there?

10 No, sir, I didn't.

11 Did you ever attempt to fine anyone?

12 No, sir.

13 MR. PYLES: Your Honor, I am going to object to him  
14 leading his own witness?

15 TRIAL EXAMINER: Just a minute.

16 THE WITNESS: No, sir.

17 TRIAL EXAMINER: Just a minute.

18 MR. PYLES: I withdraw the objection, since he has answered  
19 it.

20 TRIAL EXAMINER: All right.

21 Answer the question.

22 THE WITNESS: Would you repeat that question again, please?

23 TRIAL EXAMINER: Will the reporter read it, please?

24 THE REPORTER: The question was answered.

25 TRIAL EXAMINER: All right.

1           The answer is in.

2           (Q By Mr. Hopkins) Would you please answer that question  
3 again, please?

4           A       Have I ever did any what now? Have I ever fined anybody?

5           Did you ever bring them before any Board, or anything?

6           Yes, sir.

7           All right.

8           Now, when did you do that?

9           MR. PYLES: Your Honor, I am going to object to what  
10 this witness may have done with reference to some of his  
11 own members. It is not relevant or competent to connect it  
12 in any way, as I see, with the Local 480, as to what he may  
13 have done to his own members. He is not charged here with  
14 being an agent.

15           TRIAL EXAMINER: Yes, he is.

16           MR. PYLES: No, sir. You ruled that out with prejudice.

17           TRIAL EXAMINER: Mr. Spillman, was that the one that  
18 was ruled out?

19           MR. HOPKINS: Yes, sir.

20           MR. DARBY: I would like to call the Trial Examiner's  
21 attention to something on that point.

22           TRIAL EXAMINER: You are right.

23           MR. DARBY: If I may.

24           TRIAL EXAMINER: What is that?

25           MR. DARBY: Mr. Spillman is alleged to have committed

1 some of the unfair practices in the bill of particulars.

2 TRIAL EXAMINER: We have gone all through that, and I  
3 made my ruling, and--

4 MR. DABBY: I was just going to add this. I don't know  
5 that the complaint, as we argued before, needs to be amended.  
6 The bill of particulars set forth that Mr. Spillman did  
7 certain acts on behalf of Local 480.

8 MR. PYLES: No, sir.

9 MR. DABBY: Well, I think you will find his name appears  
10 in there somewhere, unless I am badly mistaken as to what  
11 mine said.

12 MR. PYLES: He didn't, Your Honor, ever do any acts  
13 according to any pleading that I have.

14 MR. DABBY: Maybe I am mistaken.

15 TRIAL EXAMINER: He is mentioned in E-2, and I-2, and  
16 J-2.

17 MR. DABBY: Now, the issue has been joined on those  
18 issues in the bill of particulars, and if the Trial Examiner  
19 will look at the answer--

20 MR. PYLES: I can't tell what E-2 is, but there is no-  
21 where--

22 MR. DABBY: In the answer he says, the fifth defense,  
23 that he has joined issue on this matter. That each and every  
24 allegation contained in the document which purports to be  
25 furnished, the information ordered by the Trial Examiner on

1 September 1, 1967, in which is denominated as the bill of  
2 particulars, that it is specifically denied.

3 Now, Mr. Pyles has joined issue with respect to those  
4 matters, and I don't think that he can come in here and say  
5 he didn't know anything about it, whether it is in the complaint  
6 or not, because the bill of particulars itself amounts to an  
7 extension and an amendment on a bill of complaint (sic) and  
8 whether the complaint is further amended is immaterial, whether  
9 it is with or without prejudice withdrawn. Because it is  
10 already in the record. You don't need it in there twice.

11 MR. PYLES: Your Honor, there has been no allegation  
12 anywhere in any pleading that Mr. Sullivan or any acts as  
13 an agent, or in any manner for, or for the benefit of local  
14 460, or Mr. Erickson, or anyone else. This evidence is in-  
15 competent and irrelevant.

16 TRIAL EXAMINER: I think D-2 and D-3 are reversed in the  
17 bill of particulars.

18 It doesn't make sense otherwise. Two is supposed to be  
19 the dates, and three the identify.

20 And the same is true of C and the rest of them. What  
21 I think, when he is directed to tell the identify of the  
22 persons who made the demands and threats, that he is impliedly  
23 alleging agency.

24 I will overrule the objection, and I will deny the motion  
25 to strike and I will let General Counsel pursue this line of

1 testimony.

2 MR. PYLES: Now, do I understand that you are letting  
3 him amend the complaint at this time?

4 TRIAL EXAMINER: No, I didn't say that.

5 MR. PYLES: All right.

6 TRIAL EXAMINER: I said, it is covered in the bill of  
7 particulars.

8 MR. PYLES: The testimony that you are going to let in,  
9 as I understand it, Mr. Examiner, is that this is a man that  
10 made some threats?

11 TRIAL EXAMINER: He's alleged in the bill of particulars  
12 to have done so, yes.

13 MR. PYLES: Well, now, Your Honor, he may have very  
14 well made some threats. I don't know about this, but unless  
15 he did so as an agent of Local 480, I don't--

16 TRIAL EXAMINER: Well, obviously, I am not concerned with  
17 threats that he made as an agent for anyone else. There is  
18 only one Respondent in this case.

19 MR. PYLES: Well, now, Your Honor, there has been no  
20 allegation that he was an agent, and if you are going to--

21 TRIAL EXAMINER: Well, I think that you will have to  
22 prove the agency first before you prove the nature of the  
23 acts. It is a matter of order of proof. At least until  
24 there is a prima-facie case that he is an agent of Respondent,  
25 there is no sense of going into the acts.



1 Q Now, tell us whether or not this man that you have des-  
2 cribed for us was present when you talked with Mose Ellis?

3 A No, sir, he wasn't.

4 Q He wasn't present?

5 A No, sir.

6 Q What did you do when you finished your conversation and  
7 your business with Mr. Willard?

8 A Well, I come on back to my office.

9 Q Where did the gentleman that you have described for us  
10 go?

11 A Well, he went on in--I don't know where he went to.

12 Q All right. Have you seen him since that day?

13 A It seemed to me like I seen him coming out of the paper-  
14 mill. I'm not positive, but I think I saw him, I believe at  
15 the time that he was working at the papermill.

16 Q Now, did you ever talk with Mr. Worley about the dispute?

17 A Yes, sir, I did.

18 Q Now, was it before or after the events you have described  
19 for us?

20 A It was before.

21 Q Before?

22 A Yes, sir.

23 Q How long before?

24 A I didn't give you a date on the first, because I didn't  
25 know, but it was probably--well, it was probably a day before

1 before that, or--not over two days at the most, because when  
2 I called Mr. Worley to the office, they had taken the picket  
3 sign off, and they put it on the following morning, so it  
4 was probably the day after.

5 What was your conversation with Mr. Worley then?

6 Well--

7 MR. PYLES: May I have an objection on a different ground  
8 here, that any conversation he had with Mr. Worley in the  
9 absence of having established any agency with this man, which  
10 he doesn't need to do, would be incompetent, irrelevant and  
11 immaterial, and it would be hearsay.

12 TRIAL EXAMINER: Now about that?

13 MR. HOPKINS: I am going to attempt to establish his  
14 agency right now.

15 MR. PYLES: I think you should establish it first, before  
16 you--

17 TRIAL EXAMINER: I think you should establish it first.

18 MR. HOPKINS: That's what I am attempting to do.

19 TRIAL EXAMINER: I will sustain the objection.

20 Your contention now is that not only was this man that  
21 he described an agent of Respondent, but also the witness was  
22 an agent?

23 MR. HOPKINS: Yes, sir.

24 Well, I am going to tell you this. I am going to have  
25 to ask for the indulgence--in terms of--if I have got to go

1 to one instance and prove that this man is an agent, I can't  
2 do it. I have got to take all of the facts, and I have got  
3 to take them in sequence to show what he has done to make him  
4 an agent of the Respondent.

5 TRIAL EXAMINER: Go ahead. Show the agency.

6 MR. HOPKINS: All right.

7 Q (By Mr. Hopkins) Did you talk with Mr. Worley?

8 A I did. I talked with Mr. Worley.

9 MR. PYLES: Your Honor, I'm going to object to any con-  
10 versation that he had with Mr. Worley.

11 TRIAL EXAMINER: I have already ruled that he can't show  
12 the conversation with Mr. Worley.

13 Q (By Mr. Hopkins) What was your purpose in talking with  
14 Mr. Worley?

15 A Well, at this particular time--this was the first time  
16 that I talked with Mr. Worley pertaining to trying to settle  
17 the dispute down there. I was in hopes that I would be a  
18 help to bring together Mr. Worley, and the business agent  
19 for the electricians, and the business agent for the pipe  
20 fitters, those that were concerned about it, to see if we  
21 couldn't come to some kind of an agreement to where this  
22 thing would be settled to where all of our people could go  
23 back to work.

24 Q All right.

25 Did you set up a meeting or anything with any of these

1 people?

2 A I did. I called Mr. Worley, and I asked him if he would  
3 meet with us. And Mr. Worley said that he would.

4 Q All right.

5 A And I told him--I think it was something to this order,  
6 that I told Mr. Worley that I was trying to--

7 MR. PYLES: Your Honor, I'm going to object to any con-  
8 versations that he had with Mr. Worley--

9 TRIAL EXAMINER: I will sustain the objection.

10 MR. HOPKINS: I will take a different attack, then. If  
11 I am unable to prove at the conclusion agency, then the  
12 testimony, of course, unless it is hearsay, would certainly  
13 be coming from this man's participation in the conversation.

14 TRIAL EXAMINER: At the end of what, his testimony, or  
15 your case in chief?

16 MR. HOPKINS: At the end of his testimony.

17 TRIAL EXAMINER: Well, if you are going to prove it to  
18 this witness that he is an agent, why don't you go ahead and  
19 prove that first and prove the conversation later?

20 MR. HOPKINS: The conversations themselves prove the  
21 agency.

22 TRIAL EXAMINER: Oh, it is an elementary rule of agency  
23 that you can't prove agency by a statement of the agent, that  
24 the purported agent made.

25 MR. HOPKINS: Yes, sir.

1 TRIAL EXAMINER: If that weren't so, I would have let  
2 you put the conversation in long ago.

3 Q (By Mr. Hopkins) Did you participate in a conversation  
4 where Mr. Brummett was present?

5 A Yes, sir.

6 Q Now, did Mr. Brummett do any talking in this conversation?

7 MR. PYLES: Now, Your Honor, I'm going to object because  
8 he hasn't proved Mr. Brummett as an agent. he has alleged  
9 that he has, but we don't--

10 TRIAL EXAMINER: Are you going to prove Mr. Brummett as  
11 an agent?

12 MR. HOPKINS: He has been alleged as an agent, but he  
13 has been denied as an agent by the Respondent.

14 TRIAL EXAMINER: I say, are you going to prove it some  
15 other way, his agency?

16 MR. HOPKINS: Yes, sir, through acts and conduct, and  
17 other witnesses.

18 TRIAL EXAMINER: Well, again, since he took this witness  
19 out of order to accomodate the witness, and since he says  
20 that he is going to prove Mr. Brummett, I will permit it.  
21 But I will sustain the objection, not for the reasons given,  
22 but because no foundation has been laid. If you want to show  
23 a statement that Brummett made, you have got to show the time,  
24 the place and who was present. You haven't shown any of that.

25 MR. HOPKINS: Well, how am I going to do that if I am

1 sustained every time I try to go into a conversation?

2 Now, that's why I am lost.

3 All right. I withdraw it.

4 Q (By Mr. Hopkins) When did you attend the meeting that  
5 Mr. Brummett attended?

6 A Do you want the date? Is that what you want, Mr. Hoskins?  
7 (sic)?

8 Q Well, just the best that you can give it, Mr. Spillman.

9 A Well, now, like I said, I don't know the date, and I am  
10 sorry. I am just as sorry as I can be, but I don't know the  
11 date.

12 Q All right.

13 Was it before or after the time that--

14 A It was before the picket sign went down, and Mr. Brummett  
15 had come by, and I had talked with him about trying to do  
16 something to get the picket signs down.

17 Q All right.

18 A And so I told him that I--

19 MR. PYLES: I am going to object to any conversations  
20 between Brummett and the witness.

21 TRIAL EXAMINER: All right.

22 Sustained.

23 Go ahead.

24 Can you tie the time down?

25 THE WITNESS: Well, the time was about, I would say,

1       somewheres around, maybe, between 11:30, and maybe 2:00.

2       Somewhere between that time there when we first discussed it.

3       Q       (By Mr. Hopkins) Now, who was present during this  
4       meeting?

5       A       Mr. Brummett was present, Mr. Worley and I believe a  
6       Mr. Brown, I believe, if I am not mistaken, and Mr. Wood, and  
7       Mr. Willard.

8       Q       Was this the same Willard that you have mentioned before?

9       A       Yes, sir.

10       TRIAL EXAMINER: Was the man you have described to us  
11       before present?

12       THE WITNESS: No, sir.

13       MR. PYLES: Your Honor, may I inquire if a date has been  
14       established in there?

15       THE WITNESS: The time was between 11:30 and 2:00.

16       TRIAL EXAMINER: The date has not been established.

17       MR. HOPKINS: I think it has, to the extent that it  
18       was before the picket was taken down.

19       TRIAL EXAMINER: Well, as far as that is concerned, yes.

20       MR. HOPKINS: All right.

21       Q       (By Mr. Hopkins) Where was it held?

22       A       This was at my office at--well, they call it the bridge  
23       bypass.

24       Q       All right.

25       Now, will you please tell us what was said at that meeting?

1 MR. PYLES: Now, I am going to object, Your Honor, as  
2 to the present state of this situation. What conversations  
3 these various people had at his office there--

4 MR. HOPKINS: What I am going to try to do here now  
5 is show that an agreement was negotiated and reached at this  
6 meeting, and at a subsequent meeting, and that Mr. Erickson  
7 may or may not have set this into motion, but at least he  
8 ratified the conduct of these gentlemen by doing a particular  
9 act.

10 TRIAL EXAMINER: I will overrule the objection.

11 MR. HOPKINS: All right.

12 (By Mr. Hopkins) Had there been any efforts that you  
13 know of to get Mr. Erickson there at this meeting?

14 1 No, sir, not to my knowledge. No, sir.

15 2 All right.

16 Now, what was said during this meeting that you heard,  
17 Mr. Spillman?

18 MR. PYLES: I object to the hearsay conversation, Your  
19 Honor.

20 TRIAL EXAMINER: Overruled.

21 Answer the question.

22 THE WITNESS: Well, like I said, I got on the phone and  
23 I called Mr. Worley and I asked him if he would come and meet  
24 with us--

25 TRIAL EXAMINER: Now, we are already in a meeting.



1 (By Mr. Hopkins) Go right to the meeting and tell us  
2 what was said at the meeting.

3 TRIAL EXAMINER: Before we go ahead, I want to ask you  
4 something.

5 what is your contention as to how many of these people  
6 present were representatives of the Respondent, or agents?

7 MR. PYLES: I didn't understand what you said, Your  
8 Honor.

9 TRIAL EXAMINER: I am asking the General Counsel to state  
10 for the record for my edification names of the persons present  
11 at this particular meeting that he hopes to prove, expects  
12 to prove were agents of the Respondent.

13 MR. HOPKINS: Mr. Brummett and Mr. Spillman.

14 TRIAL EXAMINER: Mr. Brummett and the witness?

15 MR. HOPKINS: Yes, sir.

16 TRIAL EXAMINER: Not Mr. Wood or Mr. Willis?

17 MR. HOPKINS: No, sir.

18 TRIAL EXAMINER: All right.

19 Q (By Mr. Hopkins) Now, what was said at the first  
20 meeting that you attended?

21 A The first meeting, Mr. Brummett said to Mr. Worley that  
22 he thought if he would put a couple of men on from the Local  
23 480, and would put his foreman on a permit, that he thought  
24 maybe that it might work and they could straighten this  
25 picket line out.

1        So Mr. Worley agreed, and he said that he would like  
2        to get ahold of the electricians and the plumbers, I believe  
3        it was. And Mr. Brummett said that he would try to get ahold  
4        of Mr. Erickson, and that we would meet back at my office  
5        that evening to see if we could settle it.

6        So we did meet back.

7        Q        Do you recall anything else being said?

8        TRIAL EXAMINER: Now, wait a minute. He went a little  
9        fast for me.

10       Mr. Worley was going to undertake to contact whom, the  
11       plumbers?

12       THE WITNESS: The plumbers and electricians.

13       TRIAL EXAMINER: And the Respondent?

14       THE WITNESS: Yes, sir.

15       TRIAL EXAMINER: And Mr. Brummett was going to contact  
16       Mr. Erickson?

17       THE WITNESS: Yes, sir.

18       TRIAL EXAMINER: Well, isn't that the same?

19       THE WITNESS: The business agent.

20       Q        (By Mr. Hopkins) Did you have reference to the employers,  
21       or the employees?

22       A        I was under the reference of the employers.

23       Q        Right.

24       TRIAL EXAMINER: Oh, the employers.

25       MR. HOPKINS: The plumbers and the electricians.

1 TRIAL EXAMINER: All right.

2 MR. PYLES: Your Honor, I am going to object to this  
3 whole thing. Counsel is doing more testifying than the  
4 witness.

5 MR. HOPKINS: Well, it is such a trivial little point--

6 TRIAL EXAMINER: Overruled.

7 MR. PYLES: I don't think it is trivial.

8 TRIAL EXAMINER: It is the only way it makes sense. It  
9 didn't make sense to me otherwise. I understood it the  
10 other way, because when you refer to plumbers and electricians,  
11 you might very well be referring to the unions, particularly  
12 when a union man is on the stand, and that's the way I under-  
13 stood.

14 MR. PYLES: Counsel now is putting words in the witness's  
15 mouth.

16 MR. DARBY: The witness answered the question posed by  
17 the Trial Examiner.

18 TRIAL EXAMINER: Go ahead.

19 Q (By Mr. Hopkins) Do you recall anything else being said  
20 at this meeting, Mr. Spillman?

21 A I have already stated that they agreed to contact each  
22 member, and then meet back there at the hall for a discussion  
23 for later on that evening.

24 Q Do you recall anything else being said?

25 A I said that Mr. Brummett was going to try to contact--

1 try to contact Mr. Erickson.

2 TRIAL EXAMINER: You have already said that.

3 THE WITNESS: Yes, sir.

4 Q (By Mr. Hopkins) Do you recall anything said about  
5 getting to the bottom of it?

6 MR. PYLES: Your Honor, I am going to object to him  
7 putting words and leading this witness.

8 TRIAL EXAMINER: I will sustain the objection.

9 MR. HOPKINS: I have exhausted his recollection.

10 TRIAL EXAMINER: I don't know that you have.

11 MR. HOPKINS: All right.

12 Q (By Mr. Hopkins) Do you recall anything else being said  
13 Mr. Spillman?

14 A Yes, sir. There was something said. Mr. Brummett said  
15 that he was going to try to get down to the bottom of this  
16 thing and get it settled once and for all, and that he was  
17 going to try to contact Mr. Erickson, and we would meet back  
18 there around 3:30 or 4:00, in that neighborhood.

19 Q Do you recall anything else being said?

20 A Well, Mr. Hoskins (sic), it was quite a bit of talk  
21 going on there, but honest, I just don't remember everything  
22 that was said. It has been a good while.

23 Q Do you recall anything being said about--

24 MR. PYLES: Now, Your Honor, I am going to--

25 MR. HOPKINS: --about non-union--

1           Would you please let me complete my--

2           MR. PYLES: No, sir, you instruct the witness, and then  
3 reask the question, and I am not going to let you do it.

4           TRIAL EXAMINER: Is that all that you remember about it?

5           THE WITNESS: It was something said about there was--  
6 There was union and non-union men working on the job. And  
7 if I understood right, that they would go ahead and hire these  
8 men, the union, and the foreman there would work on a permit,  
9 and they would go ahead and take the job there and work the  
10 job that way, the way I understood it.

11          Q     (Ey Mr. Hopkins) Do you recall whether any of the non-  
12 union contractors were mentioned by name at that meeting?

13          A     No, sir, I don't. I sure don't.

14          Q     Do you recall any mention being made of what caused the  
15 dispute?

16          A     Yes, sir.

17          Q     What was said about that, and who said it?

18          A     Mr. Brummett was the man that said it, because it was  
19 non-union craft, I believe it was, the electricians.

20          Q     All right.

21                Now, when did he state that?

22          A     Well, he stated that when we were talking about getting  
23 the thing settled. That's when it came up about hiring the  
24 two men from Local 480, and that the foreman would be working  
25 on a permit.

1 Q All right.

2 Now, after the meeting, what time were you to come back?

3 A Around 3:30, 4:00 o'clock, somewhere along that time.

4 Q All right.

5 Now, did you in fact come back later on?

6 A Yes, sir, we did come back. We met there.

7 Q Who met back with you?

8 A Mr. Brummett came back, and Mr. Worley, and Mr. Wood,  
9 and myself. I believe the two Mr. Woods were there, though,  
10 if I am not mistaken, but I don't think there was anyone else  
11 there, then, except just those.

12 TRIAL EXAMINER: That makes a total of five.

13 THE WITNESS: Yes, sir.

14 Q (By Mr. Hopkins) Now, what time was this meeting?

15 A Around 3:30, 4:00 o'clock, somewhere around there.

16 Q All right.

17 Where was it held?

18 A It was held in my office there on the bridge bypass.

19 Q Was it held as originally scheduled?

20 A Well, yes, sir, I think it was pretty well--somewhere  
21 pretty well in that time. It might have been a little dif-  
22 ferent one way or the other. I don't remember the exact time,  
23 but I figure it was somewhere between 3:30 and 4:00, maybe  
24 4:30. I just don't know to be exact, but it was somewhere in  
25 the evening along in there.

1 Q When did your members notify you that there was a picket  
2 sign down there?

3 A That morning, sir.

4 Q Did you inquire of anybody what the picket line was doing  
5 there?

6 A No, sir, there wasn't anybody to inquire about. Nobody  
7 but just my members were there.

8 Q Mr. Erickson was there, wasn't he?

9 A No, sir, he came up later on.

10 Q I see.

11 When Mr. Erickson came up, he didn't have anything to say  
12 to you?

13 A No, sir, he was talking to Mr. St. John.

14 TRIAL EXAMINER: Mr. St. John being an employer's repre-  
15 sentative?

16 THE WITNESS: Mr. St. John was at that time superintendent,  
17 I believe, for the construction that was in there.

18 Q (By Mr. Darby) Who were your laborers working for on  
19 the Tracetown job?

20 A Well, I had some working for different ones down there.

21 Q Well, who do you recall them working for?

22 A Well, there was some working for Gulf--Gulf--

23 Q Gulf Electric?

24 A No, sir.

25 Q All right.

1           None working with the electricians, then?

2   A     No, sir.

3   Q     All right.

4           Did you have some laborers working with Gulf Coast  
5 Building and Supply Company, the general contractor?

6   A     Yes, sir, I had some working with them. And if I am  
7 not mistaken, there was some blocklayers, or maybe brick-  
8 layers, or something in there at the time that I had a few  
9 laborers working with them.

10  Q     All right.

11           When you arrived at the picket line, were there people  
12 standing around out there?

13  A     Well, yes, sir, there was a good many people.

14  Q     How many of your members were standing around?

15  A     Well, I would say around, in the neighborhood--now, thi  
16 is not positive, but around 12 or 15 members.

17  Q     All right.

18           Now, how many people were standing around the picket li  
19 other than your 12 or 15 members?

20  A     Boy, this is worse than that quiz.

21           Well, let's see, now. There were the two pickets. The  
22 two pickets were there, and it seemed to me like on the othe  
23 side there was a truck with some masonries, or something  
24 there, and I don't know just how many it was, and Mr. Arthur  
25 Stanley with the carpenters. He was down there.



1 Q He is the carpenter's business agent?

2 A Yes, sir. He was down there. And that's about all that  
3 was there at that particular time. Then later on, well, Mr.  
4 Erickson, he come up, and Mr. St. John come on out, and that's  
5 where Mr. Erickson talked to Mr. St. John.

6 Q Does your local union have an understanding with the  
7 electrical workers that if you cross their picket line, they  
8 will cross yours, or to the reverse of that?

9 A Well, sir, I will tell you, that would be customary, I  
10 imagine, in any circumstances, whereby you have always honored  
11 the picket lines.

12 Q Is it customary in this area for one building trades  
13 union to honor the other building trades picket line?

14 A I am sure that it is.

15 Q Did you follow the custom in instructing your members to  
16 honor the picket line?

17 A I didn't have to. They already know. They don't go by  
18 a picket line.

19 Q Well, now, some of your men went over the picket line.

20 A Yes, sir, three of them went over. Mr. St. John told  
21 them to come on. He persuaded them to come on over the picket  
22 line.

23 Q And they were your members?

24 A Yes, sir, they were my members.

25 Q And those are the three members that you charged with

1 working--

2 A I did not charge them, sir. I didn't charge--

3 MR. PYLES: Your Honor, I object--

4 Q (By Mr. Darby) Well, you charged--

5 MR. PYLES: I object--

6 TRIAL EXAMINER: Just a minute. Counsel has an objection.

7 I will sustain the objection. You haven't shown any agency  
8 of this witness to the Respondent. The Respondent is not  
9 responsible for what he does, and we are not concerned with  
10 what he did unless he did it as agent for the Respondent.

11 MR. DARBY: Well I submit that on the basis of the  
12 testimony that is offered, and I assume that there is going  
13 to be some more, that it has been shown that this witness,  
14 along with Mr. Brunnett, worked out some kind of proposed  
15 settlement that, at least, according to the testimony up to  
16 this point was satisfactory with Mr. Erickson, and that Mr.  
17 Erickson apparently relied on that which had been worked out  
18 for him.

19 And I would submit that he thereby ratified the action  
20 of this witness and made him his witness. Now, since he  
21 ratified it in connection with one matter--

22 TRIAL EXAMINER: How did he ratify it?

23 MR. DARBY: By accepting the benefits of the settlement  
24 that this witness worked out.

25 TRIAL EXAMINER: All right.

P R O C E E D I N G S

TRIAL EXAMINER ASHEP: The hearing will be in order.

MR. HOPKINS: We call Mr. Gene Riddle.

Whereupon,

GENE RIDDLE

was called as a witness by and on behalf of the General Counsel and, having been first duly sworn, was examined and testified as follows:

TRIAL EXAMINER: Be seated, please.

State your name and address.

THE WITNESS: Gene Riddle, New Orleans, Louisiana.

DIRECT EXAMINATION

(By Mr. Hopkins) Mr. Riddle, what type of work do you do?

A Masonry contractor.

Q What is the style of your company?

A Doing brick work and block work.

Q What kind of company do you have?

A Masonry contractors.

Q Is it a partnership?

A Yes, sir.

Q Who is your partner?

A A. C. Hale.

Q A. C. Hale?

A Yes, sir.

1 Q Who does the work?

2 A Well, he and I both, plus our employees that we have.

3 Q Plus your employees?

4 A Right.

5 Q Now, did you have a job on the Tracetown Shopping Center  
6 sometime earlier in this year?

7 A Yes, sir, in March.

8 Q All right.

9 Were you doing that work alone, or did you have employees?

10 A We had employees, too.

11 Q All right.

12 Q Now, when was the first time that you visited the Trace-  
13 town Shopping Center in relation to your work?

14 A It was March 2nd that we went down there in a car. We  
15 made arrangements--

16 Q Would you please tell us who went down there?

17 A Male and myself. We made arrangements to start the  
18 following Monday.

19 TRIAL EXAMINER: Would you identify Mr. Male, please?

20 THE WITNESS: He is a partner.

21 MR. HOPKINS: A. C. Male.

22 THE WITNESS: And we made arrangements to start the job  
23 on the following Monday, which was March 6th.

24 Q (By Mr. Hopkins) Now, did you observe anything when  
25 you went to the job site on that date?

1       Q     No, sir. It was late in the evening, and there was  
2 nothing hardly going on, because most people had gone knocked  
3 off and gone on home.

4       Q     All right.

5       Q     Now, did you later return?

6       A     The following Monday morning, March 6th.

7       Q     All right.

8       Q     Tell us what you observed, and what occurred when you  
9 went to the job site that day?

10      A     Well, the morning that we drove up, a little after 7:00  
11 on the job, and they had a picket line, and, of course, for  
12 us, since we are not union, it doesn't make a lot of differ-  
13 ence, but we pulled up on the job and as we were passing the  
14 picket line, he said, 'Don't cross the picket line.'

15      Q     All right.

16      Q     Who said, "Don't cross the picket line."

17      A     The picket man.

18      Q     How do you know that he was picket man?

19      A     He had a picket sign on--or he was carrying it.

20      Q     Now, you say you drove up onto the job site. Were you  
21 alone in a vehicle, or did you have more than one vehicle  
22 going in, or what kind of vehicle was it?

23      A     It was a '64 Chevrolet pickup loaded with equipment, and  
24 I was in one pickup. There was two of them just alike, and  
25 Hale was in behind me in another one.

1 Q All right.

2 What sort of equipment, if any, did you have on this  
3 truck?

4 A I don't know exactly what on each truck but we had  
5 mixers, wheelbarrows, saws, shovels, scaffold boards, such  
6 as that.

7 Q Now, do you know the picket's name who called to you?

8 A No, sir. I sure can't.

9 Q What happened after he uttered what he said to you?

10 A Well, he just--of course, we were having to stop--we  
11 almost had to stop, you know, to cross the line there because  
12 it is a little bitty road to come in, but he moved out of the  
13 way because he seen I wasn't going to stop. I went right on  
14 in. After he called I just went right on in. I was ready  
15 to unload my equipment.

16 Q All right.

17 What happened on your job site that day?

18 A Well, after I unloaded my equipment, I drove in and was  
19 ready to unload-- I didn't unload. I went back to get my  
20 employees which were across the street. They wouldn't cross  
21 the ditch. They stayed out there in the street. I also  
22 tried to get them to cross the picket line. They said, "No."  
23 They said--

24 MR. PYLES: I object to what conversations he may have  
25 had with anyone else.

1 MR. HOPKINS: I agree.

2 TRIAL EXAMINER: All right.

3 Q (By Mr. Hopkins) Did you have any employees working  
4 for you on the job site that day?

5 A Yes. We had six.

6 Q You had six.

7 And were you able to man your job that day?

8 A Not until late in the evening.

9 Q All right.

10 How about after that?

11 A No, sir.

12 Q All right.

13 A They left and went home the next morning.

14 Q Where did your employees go, if you know?

15 A From where--that night?

16 Q From Natchez. You say they left.

17 A They went back to New Orleans.

18 Q All right.

19 You mentioned a moment ago that you asked your employees  
20 to cross the picket line. Do you know whether or not--how  
21 far away from the picket were you at that time?

22 A Approximately 50 feet, something like that.

23 Q Fifty feet?

24 A Right, sir.

25 Q Did you see anyone down there that day, other than the

1 picket?

2 A Yes, sir. there was a lot of other men.

3 Q A lot of other men.

4 Where were they?

5 A They were in the cars, and standing around the cars, next  
6 to the street.

7 Q What do you mean by a lot of other men?

8 A Well, there were a lot of colored men, and a few whites  
9 were standing out there. They weren't in the parking lot,  
10 or anything like that. They were on the street outside.

11 Q Who did you have your contract with to perform work?

12 A Mr. Bruce Worley and Mr. St. John.

13 MR. HOPKINS: That's all I have.

14 TRIAL EXAMINER: Any further direct?

15 MR. DARDY: None.

16 TRIAL EXAMINER: Cross examination.

17 CROSS EXAMINATION

18 Q (By Mr. Pyles) When you went down on March 2nd, were  
19 the pickets up then?

20 A Well, I didn't see any because it was late in the after-  
21 noon.

22 Q No one said anything to you--

23 A No, we was in the car at that time.

24 Q Now, when you went down there, who did you talk to?

25 A St. John, Mr. St. John.



1 to get my employees across the picket line.

2 Q Well, when you did drive out, no one threatened you or  
3 made any gestures towards you, did they?

4 A No, sir, I was leaving.

5 Q Well, no one used any bad language toward you, did they?

6 A No, sir.

7 Q And how many times did you go across--how many times did  
8 you go in and out of there while that picket line was up?

9 A When was that, then or later, or when?

10 Q Well, during the entire time that the picket line was up,  
11 from about February 28th to March 6th, I believe you said,  
12 until about June 23rd. How many times did you go across  
13 there?

14 A Quite a bit after I came back about a month later.

15 Q Every time you went across there no one said a word to  
16 you, did they?

17 A No, sir.

18 Q And you drove back and forth constantly?

19 A Yes, sir.

20 MR. PYLES: I have no further questions.

21 TRIAL EXAMINER: Redirect?

22 MR. DARBY: I have one or two.

23 REDIRECT EXAMINATION

24 Q (By Mr. Darby) Did you continue with the job at Tracetown  
25 on March 6th, or did you give it up temporarily?

1 MR. PYLES: Your Honor, I'm going to object. This is  
2 not proper redirect. Nothing was asked about continuing of  
3 the job.

4 TRIAL EXAMINER: Oh, technically speaking you are right,  
5 but this is a matter within my discretion. I will allow it.

6 Answer the question.

7 THE WITNESS: No, sir. At that time--I mean, I left the  
8 next morning, March 7th and I went back to New Orleans, and I  
9 could not get them to come back down there, as they were  
10 threatened the night before, and so I had-- I went home to  
11 New Orleans, and it was about three weeks to a month later  
12 that the changed superintendent asked me to come back, and  
13 he said that the picketing had quieted down.

14 And I actually got a new crew.

15 MR. PYLES: Your Honor, I am going to object to the con-  
16 versation that he had with the superintendent and other people.

17 TRIAL EXAMINER: Are you moving to strike the answer, or  
18 objecting to the question? I am not quite sure.

19 MR. PYLES: Well, I am objecting to the question and to  
20 the answer.

21 TRIAL EXAMINER: Well, let me have the question and the  
22 answer, please.

23 MR. PYLES: To the answer with reference to where he is  
24 relating his conversations with the superintendent of the  
25 job, which is hearsay. And I move to strike whatever he has

1 said so far.

2 TRIAL EXAMINER: Any objection to the motion to strike,  
3 Mr. Darby?

4 MR. DARBY: I think the motion is responsive to the  
5 question. If he said he didn't come back--and he told why  
6 he didn't come back.

7 TRIAL EXAMINER: That wasn't the reason for the motion.  
8 The motion was based on the fact--

9 MR. DARBY: With respect to the conversation--  
10 If we could have the question read back and take the  
11 conversation the superintendent had with them.

12 TRIAL EXAMINER: Let me hear the question and the answer,  
13 please, Mr. Reporter.

14 MR. DARBY: In fact, I don't think he even finished the  
15 answer.

16 (Question and answer read.)

17 TRIAL EXAMINER: Well, I will strike everything in that  
18 answer after the word New Orleans. For the rest of it there  
19 was no proper foundation laid, for any threats to his em-  
20 ployees. There's no proper foundation laid for any conver-  
21 sation that he had with the supervisor.

22 Now, with proper foundation, maybe these things could  
23 be shown.

24 Everything after the word New Orleans is stricken.

25 Q (By Mr. Darby) Now, did you later return to the job?

1 A Yes, sir.

2 Q About how long was that after March 6th?

3 A Approximately the first of April.

4 Q All right.

5 Did you return with the same crew or a different crew?

6 A I returned with a different crew.

7 Q Then, did you stay on the Tracetown job after you came  
8 back in April for a while?

9 A Yes, sir.

10 MR. DARBY: That's all.

11 TRIAL EXAMINER: Any redirect?

12 MR. PYLES: I don't have any recross.

13 MR. HOPKINS: I wonder if I can ask the witness if he  
14 could identify the exhibits that we have in?

15 TRIAL EXAMINER: I don't know whether we have them in or  
16 not.

17 MR. HOPKINS: Well, if not, I would like to put them in  
18 at this time.

19 MR. PYLES: Your Honor, I would object to this as being  
20 improper. It is not proper redirect.

21 TRIAL EXAMINER: It is a matter within my discretion,  
22 Mr. Pyles. I will allow it.

23 MR. HOPKINS: These have been previously marked as General  
24 Counsel's Exhibits 3 and 4, into evidence.

25 MR. PYLES: I would object to that. They are already in

1 evidence.

2 TRIAL EXAMINER: Well, we may have accepted them in the  
3 pre-hearing conference. I think maybe we did.

4 MR. HOPKINS: You asked me to reserve them and put them  
5 in during the hearing.

6 TRIAL EXAMINER: That's right.

7 In the absence of objection, these exhibits are received  
8 in evidence.

9 I take it, Mr. Darby, you have no objection?

10 MR. DARBY: No, sir.

11 MR. PYLES: Well, I am objecting to them.

12 TRIAL EXAMINER: I thought you said you were not objecting.

13 MR. PYLES: Yes, I am objecting. I'm objecting on two  
14 grounds. You overruled one of the grounds, but the other one  
15 is that I had the understanding that they were already in  
16 evidence.

17 MR. HOPKINS: Is that why you are objecting, because  
18 they are already in evidence?

19 TRIAL EXAMINER: Well, I am not sure whether we took them  
20 in or not in the pre-trial conference. If we didn't do it,  
21 it doesn't make any difference. Nobody is prejudiced by  
22 taking them in now, so I will overrule the objection and  
23 receive them in evidence. This is the first time that I have  
24 looked at them.

25 (The documents above referred to,

heretofore marked General Counsel's Exhibits Nos. 3 and 4 for identification, were received in evidence.)

Q (By Mr. Hopkins) Mr. Riddle, I will show you a document marked General Counsel's Exhibit No. 3, and ask you if you can identify the person who appears on the photograph in that exhibit?

A Well, it doesn't look like him, the one that came in the first time. I know the one that was there later, that was there so long, but that doesn't look like the same one.

Q I will show you a document identified as General Counsel's Exhibit No. 4, and I ask you if you can identify that?

A That looks like the one right there was there.

Q Can you testify that it is or that it isn't?

A Yes, it is.

MR. HOPKINS: All right.

That's all that I have.

TRIAL EXAMINER: Any further cross?

MR. PYLES: Yes, sir.

#### RECROSS EXAMINATION

Q (By Mr. Pyles) Was that the only time that you ever saw the man on the morning of March 6th?

A The first time?

A Yes.

A That was the first time, yes, sir.

Q Did you see him later on?

1 that it is neither of those, is that correct?

2 THE WITNESS: Correct, sir.

3 TRIAL EXAMINER: All right.

4 Anything further of this witness?

5 MR. HOPKINS: I have nothing.

6 MR. PYLES: I have nothing.

7 TRIAL EXAMINER: Thank you very much, Mr. Riddle. You  
8 are excused.

9 (Witness excused.)

10 TRIAL EXAMINER: Is Mr. Riddle under subpoena?

11 MR. HOPKINS: Yes, sir, and I am releasing him at this  
12 time.

13 TRIAL EXAMINER: All right.

14 You are a free man, Mr. Riddle.

15 MR. HOPKINS: I call Mr. Hale.

16 Whereupon,

17 A. C. HALE

18 was called as a witness by and on behalf of the General Counsel  
19 and, having been first duly sworn, was examined and testified  
20 as follows:

21 TRIAL EXAMINER: State your name and address.

22 THE WITNESS: A. C. Hale, New Orleans, Louisiana.

23 DIRECT EXAMINATION

24 Q (By Mr. Hopkins) What kind of business are you in, Mr.  
25 Hale?

- 1 A I am a masonry contractor.
- 2 Q Do you have a partner?
- 3 A Yes, sir.
- 4 Q Who is your partner?
- 5 A Gene Riddle.
- 6 TRIAL EXAMINER: The gentleman that preceeded you on the
- 7 witness stand?
- 8 THE WITNESS: Yes, sir.
- 9 Q (By Mr. Hopkins) Did you ever have a contract to do any
- 10 work on the Tracetown Shopping Center?
- 11 A Yes, sir.
- 12 Q Who did you have your contract with?
- 13 A With Gulf Coast Building.
- 14 Q All right.
- 15 Do you ever have an occasion to visit Tracetown?
- 16 A Yes, sir.
- 17 Q And when did you go down there?
- 18 A On March 6th.
- 19 Q March 6th?
- 20 A Yes, sir.
- 21 Q Now, would you tell us what happened when you went down
- 22 there on March 6th?
- 23 A Well, we had my truck loaded. As we pulled in, the
- 24 picket line hollered, "Don't go across the picket line."
- 25 Q All right.



1 Now, how did you go onto the job site?

2 A As I pulled into the road there off of the highway--

3 Q I mean, were you in some sort of a vehicle?

4 A Yes, sir, I was in my truck.

5 Q In your truck?

6 A I was behind Mr. Riddle in his truck.

7 Q All right.

8 What did you have in your truck?

9 A I had the jacks, the motor machine in my truck. It was  
10 loaded with blocks, too.

11 Q Did you have employees scheduled to work on the job  
12 that day?

13 A Yes, sir.

14 Q And did you have employees doing work on the job that  
15 day?

16 A No, sir.

17 Q Did you make any effort to get them on the job that day?

18 A Yes, sir.

19 Q Did you have employees in Natchez for work that day?

20 A Yes, sir.

21 MR. PYLES: Your Honor, I am going to object to all of  
22 those questions as being leading and suggestive, and move  
23 that the answers be stricken.

24 TRIAL EXAMINER: It is close, but I will deny the motion.

25 MR. HOPKINS: That's all that I have.

1 Q (By Mr. Darby) Mr. Hale, how many employees did you  
2 have scheduled to work, if you remember?

3 A Six.

4 Q Do you know where they came from?

5 A From New Orleans.

6 Q Do you know how many vehicles they were in?

7 A I don't remember. I know that there was two of them.

8 Q All right.

9 Do you know how close those vehicles got to getting on  
10 the Tracetown Center?

11 A On the road, on the highway.

12 Q How far was that from the picket line?

13 A I would say about ten car lengths from the road that  
14 turns into the Tracetown Center.

15 Q Did you see your men come up to the picket line in their  
16 cars?

17 A I saw them--

18 MR. PYLES: I'm going to object, Your Honor, to the  
19 leading questions.

20 TRIAL EXAMINER: I don't think that was leading.

21 Q (By Mr. Darby) Sir?

22 A Yes, sir, the car was pulled up on the highway.

23 Q All right.

24 And what happened to them?

25 A They stopped their cars there.

Q All right.

1           How far from the picket line did the employees stop?

2   A       About ten car lengths.

3   Q       From the picket line?

4   A       In front of the picket line, yes, sir.

5   Q       What did your employees do after they stopped?

6   A       They stopped their cars there, and they just got out  
7 and stood beside their cars.

8   Q       How long after you crossed the picket line did your  
9 employees come up and stop where you say they stopped?

10   A       They were right behind us.

11   Q       They were right behind you?

12   A       Yes, sir.

13   Q       Where did they stop with respect to where somebody told  
14 you not to cross the picket line?

15   A       I would say about ten car lengths. That's the only road  
16 that was leading into there. That's the only way you could  
17 get in. That was the only road there was.

18   Q       Were there a lot of people, or a number of people around  
19 that particular area?

20   A       Yes, sir.

21           MR. PYLES: I object to the leading and move that the  
22 answer be stricken.

23           TRIAL EXAMINER: I will sustain the objection and grant  
24 the motion to strike.

25   Q       (By Mr. Darby) How many people were around the area when

1 you came in there?

2 MR. PYLES: I object to that as being improper. He is  
3 now instructing the witness.

4 TRIAL EXAMINER: Overruled.

5 Answer the question.

6 THE WITNESS: I would say there were 20 to 25 people  
7 standing around there.

8 Q (By Mr. Darby) How many cars were there?

9 A There was a whole line of cars up on the highway.

10 MR. PYLES: Now, Your Honor, I'm going to object to all  
11 this testimony as being incompetent, irrelevant and immaterial.  
12 It hasn't been shown that these people did anything illegal,  
13 and the fact that there was a number of people around there  
14 hasn't shown any agency, or any responsibility on the part of  
15 local 480.

16 TRIAL EXAMINER: Denied.

17 Q (By Mr. Darby) Do you know how wide the road was that  
18 you had to go across to get into the shopping center?

19 A Yes, sir.

20 MR. PYLES: I object to this. There has been no charge  
21 that we blocked any highway, as I recall, in the complaint.

22 TRIAL EXAMINER: Overruled.

23 Answer the question.

24 Q (By Mr. Darby) How wide was the road?

25 A Just wide enough for a truck to get through.

1 Q Could two vehicles get on the area at one time?

2 A No, sir.

3 Q And where was the picket with respect to this area that  
4 was wide enough for one truck?

5 A Sitting right beside the road there within about five  
6 foot of where you turned into the road there.

7 Q Did the picket stay in one place, or did he walk around?

8 A He--

9 MR. PYLES: I object to the leading question.

10 TRIAL EXAMINER: Overruled.

11 Answer the question.

12 THE WITNESS: He was standing in front of his car, holding  
13 a picket sign.

14 Q (By Mr. Darby) At other times, did he stand in one  
15 place, or--

16 A No, sir, he was walking.

17 MR. DARBY: That's all that I have.

18 CROSS EXAMINATION

19 Q (By Mr. Pyles) Mr. Hale, where did you say the picket  
20 was standing?

21 A In front of his car.

22 Q Where was his car?

23 A About five foot from the road, from the road that turned  
24 into the Tracetown Center.

25 Q He was just standing there?

1 Q (By Mr. Hopkins) What was your purpose in going to the  
2 Tracetown Center?

3 A To carry a load of steel there.

4 Q And who was to receive that steel?

5 A Gulf Coast Construction Company. That's where my ticket  
6 was billed to.

7 Q All right.

8 Now, what sort of vehicle did you take the steel down  
9 there on?

10 A A '65 Chevrolet truck with a 38-foot float.

11 Q All right.

12 Did you have any type of name or anything on the truck?

13 A Delta Steel was wrote on the side of it.

14 Q All right.

15 What did you observe, or what happened when you got to  
16 the Tracetown Shopping Center?

17 A Well, there was two boys toting the pic ket signs, and  
18 I pulled my truck up on the side of the road and I got out  
19 and walked up there where they was at.

20 Q All right.

21 Tell us what was said, and what happened at that time?

22 A I asked them was they on strike, and they told me to  
23 just read the sign. They said they couldn't keep me from  
24 going in there, if I wanted to cross it. And I told them that  
25 I didn't want to cross it.

1 Q What did the picket say then, if anything?

2 A I don't know exactly what it had. It just said on strike.

3 Q What did he say to you?

4 A He asked me was I going to cross, and I told him that I  
5 wasn't going to cross. And he told me that he appreciated  
6 me not crossing it.

7 Q All right.

8 A And I left and went to call my boss, and I told him that  
9 they were on strike, and he told me not to cross it.

10 Q OK.

11 Now, after you had called your boss, did you return?

12 A Yeah, I come back up there and I met the superintendent,  
13 and he asked me was I going to carry the steel across, and  
14 I told him no. And he told me to carry it back to Jackson.  
15 And I told him that I would go call my boss man. And in the  
16 meantime, he got in the truck and pulled it over on the job.  
17 And when I seen him, I came out and tried to stop him. He  
18 rolled the windows up and locked the door, and he pulled it  
19 on in on the job.

20 Q All right.

21 Did anyone say anything to you about the fact that he  
22 did that?

23 A Sir?

24 Q Did anyone say anything to you about--

25 A Yeah, they told me that I could have him locked up for

1 stealing my truck.

2 Q All right.

3 Who told you that?

4 A Mr. John Erickson, I believe.

5 Q How do you know Mr. John Erickson?

6 A He introduced himself to me there.

7 Q Where was he--

8 A He was there when I came back from the telephone. He  
9 had come up to where the boys was toting the picket sign.

10 Q All right.

11 Now, did you see others, any others come on, or attempt  
12 to come onto the job site that morning?

13 A Yes, sir, they come. Some went across and some wouldn't  
14 cross.

15 Q Did you hear the picket say anything?

16 A No, he just told them to read the sign. That's all that  
17 he told them.

18 Q All right.

19 What would he say to the people as they were coming  
20 across the line?

21 A They would ask him what was the trouble, and he just  
22 pointed to the sign and told them to read the sign, that he  
23 couldn't keep them from crossing.

24 Q He said what?

25 A That they couldn't keep them from crossing. He told me



1 that, but I didn't cross it.

2 Q Did Mr. Erickson give you anything down there that day?

3 A Yes, sir, he gave me one of his cards, and he told me  
4 that he was a business agent.

5 MR. HOPKINS: All right.

6 That's all I have.

7 TRIAL EXAMINER: Any further direct?

8 MR. DARBY: I have none.

9 TRIAL EXAMINER: Cross examination.

10 CROSS EXAMINATION

11 Q (By Mr. Pyles) Mr. McCullough, I believe you testified  
12 that the pickets told you that the pickets told you that they  
13 couldn't keep you from crossing if you wanted to cross?

14 A That's right.

15 Q Did Mr. Erickson tell you that you could cross if you  
16 wanted to?

17 A Yes, sir.

18 Q And your refusal to cross was your own judgment?

19 A My own judgment, yes, sir.

20 Q And I believe you testified that you called your boss,  
21 and he told you not to cross?

22 A Yes, sir, he told me not to cross.

23 MR. PYLES: I have no further questions.

24 REDIRECT EXAMINATION

25 Q (By Mr. Darby) Did anybody tell you that the strike

1 wasn't against-- Did anybody tell you who the strike was  
2 against?

3 A He just told me--well, Mr. Gray, I believe, told me that  
4 it was an illegal picket line, but I told him that I still  
5 wouldn't cross it.

6 Q Who is Mr. Gray?

7 A That was the superintendent, I reckon, on the job.

8 Q Did any of the pickets of Mr. Erickson's tell you who  
9 the strike was against?

10 A No, sir.

11 Q Did you find out who the strike was against?

12 A Yes, sir.

13 Q How did you find out?

14 A I knew who it was against after-- My delivery tickets  
15 were Gulf Coast Construction Company.

16 Q Who was the strike against?

17 A IBEW is the one that had the signs.

18 Q Who did you have the delivery tickets to?

19 A Gulf Coast Construction Company.

20 MR. PYLES: I object to the question, Your Honor. It  
21 has been gone over in the first place, as to who he delivered  
22 it to. As to who the strike was against, I don't think it is  
23 a proper question.

24 TRIAL EXAMINER: Overruled.

25 Answer the question.

1 THE REPORTER: The question was answered.

2 TRIAL EXAMINER: All right.

3 MR. DAPBY: That's all that I have.

4 TRIAL EXAMINER: Anything further?

5 MR. PYLES: No, sir.

6 EXAMINATION

7 Q (By Trial Examiner) Mr. McCullough, I wasn't quite sure  
8 of one thing. You had left the key in the truck?

9 A Yes, sir. My truck was sitting up on the road, on the  
10 highway, the main highway. It was on the side of the highway.

11 Q Outside the job site?

12 A Yes, sir, it was on the main highway.

13 Q And as a result of it being stolen, did you swear out  
14 any warrant for theft?

15 A No, sir. I called my boss and told him what happened,  
16 and he told me to just leave it alone. He told me that they  
17 would bring it back out.

18 TRIAL EXAMINER: All right.

19 I have nothing further.

20 MR. DARBY: Let me ask a couple more questions.

21 Q (By Mr. Darby) Do you know whose superintendent it was  
22 that drove your truck across the picket line?

23 A They called him John something. I don't know. He intro-  
24 duced himself. I don't remember what his name was.

25 Q Do you know whether he was a superintendent for Gulf

1 Coast--

2 A Yeah, he told me that he was the superintendent of the  
3 job down there.

4 Q Is that who you had the steel for?

5 A Yes, sir.

6 Q What kind of steel was it that you had?

7 A It was beams and stuff like that.

8 Q It wasn't the kind of steel that you use with electrical  
9 appliances, was it?

10 MR. PYLES: I'm going to object to the leading nature  
11 of the questions.

12 TRIAL EXAMINER: Overruled.

13 Answer the question.

14 THE WITNESS: It was structural steel. That's all that  
15 I know.

16 Q (By Mr. Darby) Was the steel on a flatbed truck?

17 A Yes, sir, it was a flat float.

18 Q How long have you been hauling steel?

19 A For about nine years--seven years.

20 Q Did it look like heavy steel to be used in the erection  
21 of a building?

22 A Yes, sir, it was heavy construction steel.

23 Q Do you know whether or not--

24 TRIAL EXAMINER: I think that was leading. I will  
25 strike it.

1 TRIAL EXAMINER: I will sustain the objection.

2 Q (By Mr. Hopkins) When did you call your boss for the  
3 second time? Was it before or after Mr. Erickson had talked  
4 to you and told you that you could have him arrested for  
5 stealing the truck?

6 MR. PYLES: I object to that. He is putting words in  
7 his mouth.

8 TRIAL EXAMINER: Overruled.

9 Answer the question.

10 THE WITNESS: It was before.

11 Q (By Mr. Hopkins) Before you called your boss for the  
12 second time?

13 A Yes, sir.

14 MR. HOPKINS: All right. That's all.

15 TRIAL EXAMINER: Any further cross?

16 MR. PYLES: Yes, sir.

17 RECROSS EXAMINATION

18 Q (By Mr. Pyles) Do you recall the name of the man who  
19 took your truck across the picket line? Was it Ed St. John?

20 A Yes, sir, I believe that was the man.

21 MR. PYLES: That's all that I have.

22 MR. HOPKINS: I have nothing else.

23 TRIAL EXAMINER: Do you know the name of the picket who  
24 you spoke to?

25 THE WITNESS: No, sir, I don't. I couldn't recall the

1 name.

2 The one that had the picket sign?

3 TRIAL EXAMINER: Did he have a picket sign?

4 THE WITNESS: Yes, sir, he had them in front of him,  
5 two of them.

6 TRIAL EXAMINER: Sandwiched, front and back?

7 THE WITNESS: Yes, sir.

8 TRIAL EXAMINER: Sort of a sandwich?

9 THE WITNESS: Yes, sir.

10 TRIAL EXAMINER: Do you see him in the room now?

11 THE WITNESS: No, sir.

12 TRIAL EXAMINER: Can you describe him for us on the  
13 record?

14 THE WITNESS: One of them was sort of a little fellow  
15 and the other one was a pretty good sized boy.

16 TRIAL EXAMINER: There were two of them?

17 THE WITNESS: Yes, sir, there was two of them.

18 TRIAL EXAMINER: Did you talk to both of them?

19 THE WITNESS: Yes, sir.

20 TRIAL EXAMINER: So the three of you put your heads to-  
21 gether, or did you talk to them individually?

22 THE WITNESS: No, sir, I tried to talk to them individually

23 And I just told them that--when I walked up there, they just  
24 told me not to cross the picket line.

25 TRIAL EXAMINER: You talked to each of them?

1 THE WITNESS: Yes, sir.

2 TRIAL EXAMINER: I have nothing further.

3 FURTHER REDIRECT EXAMINATION

4 Q (By Mr. Hopkins) Were both carrying signs at the same  
5 time?

6 A No, sir.

7 Q All right.

8 You said that one was sort of a little fellow. Will  
9 you describe him for us?

10 A He was about that fellow's size with the glasses on  
11 there.

12 TRIAL EXAMINER: How tall are you?

13 MR. DARBY: Five feet ten and a half.

14 TRIAL EXAMINER: That's little? Well, you are a big man.  
15 How tall are you?

16 THE WITNESS: Six foot two.

17 TRIAL EXAMINER: Well, to a six foot two-man, five foot  
18 ten and a half is small.

19 Q (By Mr. Hopkins) Was he negro or Caucasian? Was he  
20 colored or white?

21 A He was a white man.

22 Q All right.

23 What color of hair did he have?

24 A He was sort of sandy headed, I believe, if I ain't mis-  
25 taken.

1 Q How many hours were you sitting on the side of the road?

2 A From 7:00 o'clock until 2:00.

3 Q From 7:00 until 2:00 you sat there?

4 A Yes, and in between time I went to eat dinner.

5 Q Well, I understand that. I don't mean that you were  
6 there steady.

7 During the time that you were there, did any other trucks  
8 come along from other companies?

9 A Yes, sir, from Tucker Steel Company. He carried a load  
10 of bar joists in there.

11 Q He went on through?

12 A Yes, sir.

13 Q Did the pickets make any attempt to stop him?

14 A No, sir.

15 Q Did they say anything to the driver within your hearing?

16 A No, sir. He had his windows rolled up. It was sort of  
17 chilly down there that morning.

18 Q Yeah, it was February or March.

19 A Yes.

20 Q It was getting cool.

21 A When the driver come back out of there from Tucker Steel,  
22 he asked them what the strike was about and they told him to  
23 read the sign.

24 Q That was on his way out?

25 A Yes, and he never did stop. He just kept going.



1 dockets. If he wants to look at them.

2 MR. HOPKINS: All right.

3 Let's go next door and look at them.

4 TRIAL EXAMINER: Do you need a recess?

5 MR. HOPKINS: Yes, sir, if we could have a short recess,  
6 please.

7 TRIAL EXAMINER: We will have a five-minute recess.

8 (A short recess was taken.)

9 TRIAL EXAMINER: Come to order.

10 MR. HOPKINS: I call Mr. Erickson.

11 Whereupon,

12 JOHN L. ERICKSON

13 was called as a witness by and on behalf of the General  
14 Counsel and, having been first duly sworn, was examined and  
15 testified as follows:

16 TRIAL EXAMINER: Be seated and give your name and  
17 address, please.

18 THE WITNESS: John Erickson, 2605 Belvedere Drive, Jackson  
19 Mississippi.

20 TRIAL EXAMINER: You are the same John Erickson who is  
21 named in the complaint in this case?

22 THE WITNESS: Yes, sir.

23 DIRECT EXAMINATION

24 Q (By Mr. Hopkins) Are you the business agent, or business  
25 manager for Local 480, Electrical Workers?

1 A Yes, sir.

2 Q Is that an elected office?

3 A Yes, sir.

4 MR. HOPKINS: Mr. Examiner, I call the witness under  
5 43(b).

6 TRIAL EXAMINER: Any objection?

7 MR. PYLES: No, sir.

8 As an adverse witness?

9 MR. HOPKINS: Yes, sir.

10 MR. PYLES: No, sir, I have no objection.

11 TRIAL EXAMINER: The motion will be granted.

12 Q (By Mr. Hopkins) Have you brought some documents here  
13 today in answer to a subpoena duces tecum?

14 A Yes, sir.

15 Q Do you have those documents available at this time?

16 A Yes, sir.

17 Q Will you please produce them?

18 THE WITNESS: All right.

19 MR. HOPKINS: What I would like to do, if I may, I would  
20 like to examine these during lunch and save time, and that  
21 way I won't encumber the file.

22 TRIAL EXAMINER: All right.

23 THE WITNESS: There's two regular meeting minute books  
24 there and one executive board book.

25 MR. HOPKINS: All right.

1 THE WITNESS: I brought everything except the building  
2 trades minutes from the Jackson Building and Trades.

3 Q (By Mr. Hopkins) You don't have those available?

4 A No, sir.

5 Q How about the contract you have between yourself and  
6 Wood?

7 A I don't have a contract between Wood and 480.

8 Q You never had a contract?

9 A I have, but you said a current contract. I have got an  
10 old contract.

11 Q Now, Mr. Erickson, you are on the Executive Board of  
12 the Jackson Building Trades Council, is that correct?

13 A Right.

14 Q What office or position do you have with the Natchez  
15 Building--is it Natchez Building and Construction or Natchez  
16 Building and Trades Council?

17 A Natchez Building and Trades Council.

18 Q All right.

19 What office do you hold in there?

20 A If it was operating, I would be on the Executive Board.

21 Q I mean--I'm sorry. Did I say Jackson?

22 TRIAL EXAMINER: You said Natchez.

23 MR. HOPKINS: I'm sorry. I meant Jackson.

24 THE WITNESS: At the present time, president.

25 Q (By Mr. Hopkins) How long have you been president?

1 Q Executive Board?

2 A Right.

3 Q What is he with the State at this time?

4 A Not anything that I know of.

5 Q All right.

6 Now, you are acquainted with Mr. Dixon Pyles, is that  
7 correct?

8 A Correct.

9 Q And he is an attorney here in Jackson?

10 A Correct.

11 Q Does he represent Local 480?

12 MR. PYLES: Now, Your Honor, I am going to object to  
13 anything with reference to my relationship with Local 480 as  
14 being privileged and confidential under the state law.

15 TRIAL EXAMINER: Whose privilege?

16 MR. PYLES: Well, it is the privilege of the client.

17 TRIAL EXAMINER: All right.

18 MR. DAREY: I would submit there is no privilege except  
19 for communications. The identity of the attorney is not  
20 privileged.

21 TRIAL EXAMINER: Overruled.

22 Answer the question.

23 MR. HOPKINS: You may answer, please.

24 THE WITNESS: Yes.

25 Q (By Mr. Hopkins) He is the attorney for local 480?

1 A Yes, sir.

2 Q How long has he represented Local 480?

3 A He don't represent us all of the time. He represents  
4 us when we need representing.

5 Q He represented you as far back as the Vickers case, is  
6 that correct? Was that the last--

7 MR. PYLES: Your Honor, I'm going to object to that as  
8 being incompetent, irrelevant and immaterial.

9 THE WITNESS: I can't say--

10 TRIAL EXAMINER: Overruled.

11 THE WITNESS: I can't say that that was the last time  
12 that we had him employed, no.

13 Q (By Mr. Hopkins) Now, he also represents the Jackson  
14 Building and Trades Council, doesn't he?

15 A When they need him.

16 Q Did you employ him in connection with the labor dispute  
17 that you had down at the Tracetown Shopping Center?

18 A After the unfair labor charge was filed, I believe we  
19 did.

20 Q And you had not employed him--

21 TRIAL EXAMINER: Well, now, that is ambiguous.

22 MR. HOPKINS: I am going to straighten it out.

23 Q (By Mr. Hopkins) You mean the charges against Local 480  
24 that was the beginning of this case?

25 A Well, Mr. Pyles, anytime we call him, we employ him.

1 Q Right.

2 A So I guess you can say the morning I called him, which  
3 would be on February 29th, I believe, or the last--if there  
4 was a 29th. It might have been the first of March.

5 Q Is that when the unfair labor practice charge was filed?

6 A I say, if you are talking about when I called him, be-  
7 cause I imagine I got billed for the call.

8 TRIAL EXAMINER: There was no February 29th.

9 THE WITNESS: Well, it would have been the first of  
10 March, then.

11 Q (By Mr. Hopkins) Was this before or after you put the  
12 picket sign on the Tracetown job?

13 A I put the picket sign on February 28th.

14 Q So this must have been after, that you employed Mr.  
15 Pyles?

16 A Correct.

17 Q Now, Mr. Erickson, has he been continuously working on  
18 behalf of Local 480 on this case, insofar as it has been  
19 lasting? This case that we are on now?

20 A He is the only attorney that has been on it.

21 Q In other words, he hasn't been discharged, or you haven't  
22 gotten someone else on this particular case?

23 A No, sir.

24 Q During this whole time?

25 A Correct.

1 Q All right.

2 Now, what are the names of the pickets that picketed  
3 the Tracetown Shopping Center?

4 A Well, Jeff Laird, Herbert Robinson, Richard Walters, and  
5 for a little while on the 28th, myself.

6 Q All right.

7 On the 28th yourself?

8 A Yes, sir.

9 Q Now, who is Jeff Laird? Is he a member of the Local  
10 480?

11 A He is an apprentice.

12 Q An apprentice?

13 A Yes, sir.

14 Q How long has he been-- Was he at the time your answer  
15 was filed in this case? Was he an apprentice or a member of  
16 Local 480?

17 A He was not a member at that time.

18 Q What does an apprentice mean?

19 A He is going to school--

20 Q He is trying to fulfill his practitioner requirements,  
21 is that correct?

22 A Right. They serve a year under a school committee, and  
23 after that year's time, they put application infor membership.

24 Q Do they pay any type of dues during this apprentice  
25 period?

1 A No, sir.

2 Q Do they have to be accepted or anything into the local  
3 before they can begin serving this?

4 A No, sir.

5 Q I mean, during the year?

6 A No, sir.

7 Q How does a man become an apprentice, then?

8 A He comes in front of an apprenticeship committee.

9 Q Whose committee is that?

10 A It is set up between the IBEW and the NECA.

11 Q Did you have Jeff Laird in there? Is he one of your  
12 committeemen? Did he appear before your committee to be  
13 accepted?

14 A Yes, sir.

15 Q And he was accepted by Local 480, is that correct?

16 A No, sir.

17 Q Who was he accepted by, then?

18 A He was accepted by the apprenticeship committee to start  
19 to school and serve a year on probation.

20 Q Who runs the apprenticeship school?

21 A The apprenticeship standards are set up by the Federal  
22 Government and by the apprenticeship committee.

23 Q All right.

24 Did you pay Mr. Laird to picket the Tracetown job?

25 A Yes, sir.



1 Q Who paid him?

2 A Local 430.

3 Q Did any of this money come from any other source that  
4 you know of?

5 A No, sir.

6 Q The building and trades council didn't pay anything on  
7 his picketing?

8 A No, sir.

9 Q How about Robert Robinson?

10 A I don't want to seem--well, how about him? I mean, what--

11 Q Did you pay him?

12 A Yes, sir.

13 Q Is he a member of Local 480?

14 A Yes, sir.

15 Q All right.

16 What sort of electrician is he?

17 A A journeyman wireman.

18 Q A journeyman wireman.

19 How much did you pay him to picket down there? What  
20 rate did you pay him?

21 A Journeyman scale.

22 Q How about Mr. Laird?

23 A Apprentice scale.

24 Q All right.

25 Did the local 480 pay Mr. Robinson? Was it Local 480

- 1 who paid him, or did someone else?
- 2 A 480.
- 3 Q How about Mr. Walters? Did you pay him?
- 4 A Correct.
- 5 Q Is he a member of Local 480?
- 6 A Right.
- 7 Q What is his job?
- 8 A Journeyman wireman.
- 9 Q Journeyman wireman.
- 10 What rate was he paid?
- 11 A Journeyman's pay.
- 12 Q Journeyman's pay.
- 13 Was he paid by Local 480?
- 14 A Correct.
- 15 Q By no one else?
- 16 A No one else.
- 17 Q Now, were you in charge of paying these people yourself?
- 18 A I don't know what you are talking about, whether I was
- 19 in charge of them or not. I was the one that took their
- 20 checks.
- 21 Q Did you have anything to do with how much they would
- 22 receive?
- 23 A It was established that they would receive journeyman's
- 24 pay.
- 25 Q Who established that?

1 A The membership.

2 Q The membership.

3 Did you deduct any withholding tax from the check that  
4 you gave?

5 A I couldn't answer that. You would have to ask our  
6 accountant. I don't know.

7 Q Did you check with her to find out if she had or not?

8 A No, sir, I didn't.

9 Q Would you do that?

10 A I had the secretary check with the accountant.

11 Q Oh, you did?

12 A Yes, sir.

13 Q What did you find out?

14 A I don't know.

15 Q Would you check during lunch and report back to us whether  
16 you withheld any money from their checks when you paid them?

17 A Yes, sir, I will check and find out.

18 Q All right.

19 Now, do you know--

20 TRIAL EXAMINER: I don't know that this witness can testify  
21 as to hearsay, as to what someone else tells him, unless you  
22 want to stipulate. After he makes the phone call, maybe the  
23 parties can stipulate to save time.

24 MR. HOPKINS: It would be against his interest, I would  
25 imagine.

1 MR. PYLES: Your Honor, I don't see the relevancy of it.

2 TRIAL EXAMINER: All right.

3 Go ahead.

4 Q (By Mr. Hopkins) Now, do you have the dates that these  
5 respective people were on the picket line? Can you give  
6 those to us, please?

7 A They started on February 28th and continued picketing  
8 until June 23, I believe.

9 Q All right.

10 TRIAL EXAMINER: Wasn't there a break in there?

11 THE WITNESS: A break of what, sir?

12 TRIAL EXAMINER: In the picketing.

13 THE WITNESS: A break of what, sir?

14 TRIAL EXAMINER: In the picketing.

15 THE WITNESS: There was one day, a partial day.

16 TRIAL EXAMINER: Do you remember that date?

17 THE WITNESS: No, sir, I don't.

18 Q (By Mr. Hopkins) Now, when did you first find out who  
19 was going to do the contracting work on the Tracetown Shopping  
20 Center?

21 A You mean the general contractor?

22 Q Yes.

23 A In December or January, I would say.

24 Q How did you find that information out?

25 A I don't have the correct answer to that, because I don't

1 know. I was investigating particular jobs like that while I  
2 was in that area, and it could have been through a sub-con-  
3 tractor down there, or an electrical contractor, or anybody  
4 who might have mentioned it.

5 TRIAL EXAMINER: There's no point in speculating.

6 Q (By Mr. Hopkins) Who did you find out was the general  
7 contractor?

8 A I found out that Gulf Coast Building and Supply, I believe,  
9 was the general contractor, or parts of the Pittcnell Corpora-  
10 tion, I believe.

11 Q Did you write them a letter at any time?

12 A I did as the president of the State Building Trades.

13 MR. DARBY: I move to strike all of his answer as to being  
14 president of so and so. The letter will speak for itself as  
15 to whether he wrote it or not, and the answer was yes, that  
16 he did write the letter. I move to strike the answer.

17 MR. PYLES: Now, Your Honor, if he is not here as an  
18 adverse witness, I think he has a right to state what he did  
19 and the capacity that he did it in.

20 MR. DARBY: With an adverse witness you even have more  
21 of a right for him to only answer. He volunteered the capacity.  
22 The letter will speak for itself.

23 TRIAL EXAMINER: Wait a minute. What is your objection  
24 based on? The fact that he volunteered it, cr--

25 MR. DARBY: He volunteered--

1 TRIAL EXAMINER: Or that the letter is the best evidence?

2 MR. DARBY: First, he volunteered it. It is unresponsive  
3 to the question.

4 TRIAL EXAMINER: I will deny that, because the only  
5 person that can move to strike an answer as not being res-  
6 ponsive is the attorney conducting the questioning.

7 I will deny that.

8 MR. HOPKINS: He beat me to it.

9 MR. DARBY: Secondly, it is not the best evidence. The  
10 letter itself, which states what capacity he wrote it in, if  
11 it shows a capacity at all.

12 TRIAL EXAMINER: Well, we don't know whether it showed  
13 the capacity or not.

14 MR. DARBY: He has no right to add anything to it. It's  
15 got to show some capacity--

16 TRIAL EXAMINER: I am going to overrule the objection.

17 MR. HOPKINS: I would like to mark this document for  
18 identification as General Counsel's Exhibit No. 5--

19 TRIAL EXAMINER: Just a minute.

20 (Discussion off the record.)

21 TRIAL EXAMINER: On the record.

22 MR. HOPKINS: At this time I would introduce General  
23 Counsel's Exhibit No. 5, which has been marked for identifi-  
24 cation, and which I understand was stipulated as the language  
25 written on the picket sign.

1 TRIAL EXAMINER: Any objection?

2 MR. PYLES: None whatsoever.

3 MR. DAPBY: None.

4 (The document above referred to,  
5 heretofore marked General Counsel's  
6 Exhibit No. 5 for identification,  
7 was received in evidence.)

8 MR. HOPKINS: Would you mark this as CC-7, please?

9 (The document referred to was marked  
10 General Counsel's Exhibit No. 7  
11 for identification.)

12 (By Mr. Hopkins) Now, Mr. St. John (sic), I will show  
13 you a letter marked General Counsel's Exhibit No. 7 and--

14 A Mr. Erickson is the name.

15 Q Oh, I am sorry. Mr. Erickson. I was looking at the  
16 letter.

17 A What am I supposed to do with this?

18 Q Can you identify that letter?

19 A This is a copy of a letter that was sent out.

20 Q And this was the one that you brought today in answer  
21 to the subpoena?

22 A Right.

23 Q All right.

24 A I think the subpoena said any letter, whatever it was.  
25 That's the only one that I had.

Q Now, what did you do with this letter?

A I mailed it to Mr. Ed St. John, the project manager.

1 Q Now, was there anything attached to this letter?

2 A There was what it has in there. There was enclosed a  
3 list of electrical contractors.

4 Q Do you have that list?

5 A No, I don't.

6 Q Didn't you bring it in answer to the subpoena?

7 A No, I didn't bring it.

8 Q Do you have it available with you?

9 A Let me look and see.

10 No, sir, I don't have a list of the contractors that we  
11 had contracts with.

12 Q I asked you, do you have a list of those that you sent  
13 to Mr. St. John along with this letter that's marked General  
14 Counsel's Exhibit No. 7?

15 A I do not have the list with me, no, sir.

16 Q Can you secure that for us and bring it to the hearing  
17 without encumbering yourself?

18 MR. PYLES: Your Honor, I am going to object to this  
19 being in here. Testimony shows that this is a copy of a  
20 letter that he produced in here that is addressed to Mr. St.  
21 John. I think it is incumbent upon counsel to account for  
22 the original, and he ought to be able to get that from Gulf  
23 Coast.

24 TRIAL EXAMINER: I don't know why not. Any difficulty  
25 in that?



1 MR. HOPKINS: Why is it necessary? The witness has  
2 identified this as a copy of a letter that he addressed to  
3 Mr. St. John.

4 TRIAL EXAMINER: Well, the copy is not admissible. It  
5 hasn't been offered yet and I am not required to make any  
6 ruling at this point, but I think that the copy is not ad-  
7 missible where an original is available. That's a well known  
8 fact. That's a well known rule of evidence.

9 Q (By Mr. Hopkins) You produced a copy of this letter,  
10 Mr. Erickson. Was this letter obtained, or kept by you in  
11 the regular course of your business with Local 480?

12 MR. PYLES: Your Honor, I am going to object to this  
13 line of questioning until he accounts for the original.

14 MR. HOPKINS: I am just trying to qualify it for the  
15 business records.

16 TRIAL EXAMINER: Oh, look. It is pretty clear law,  
17 where an original is available, the copy is not admissible.  
18 That's pretty clear.

19 MR. HOPKINS: It is pretty clear, too, about business  
20 records, as far as I am concerned.

21 TRIAL EXAMINER: I will sustain the objection.

22 MR. HOPKINS: All right.

23 I offer to prove, if he were allowed to answer that  
24 question, that he would answer that in the regular course of  
25 business as the business manager of Local 480 he kept a letter

1 dated January 20, 1966, which he has produced pursuant to a  
2 subpoena duces tecum, and it is addressed to Mr. Ed St. John,  
3 project manager, and which is signed by John L. Erickson,  
4 secretary-treasurer.

5 TRIAL EXAMINER: I will reject the offer of proof.

6 Q (By Mr. Hopkins) Do you have the original of this letter  
7 in your possession?

8 A No, sir.

9 Q All right.

10 Did you write Mr. St. John a letter?

11 MR. PYLES: Now, the objection has been made that the  
12 letter speaks for itself.

13 TRIAL EXAMINER: Overruled.

14 Q (By Mr. Hopkins) Did you write him a letter?

15 A Yes, sir.

16 Q When did you write him a letter?

17 A I believe in January. I believe that it has the correct  
18 date on it.

19 Q Do you recall the date?

20 MR. DARBY: Could we go off the record just a moment?

21 THE WITNESS: I believe it was January 20th.

22 MR. DARBY: May we have an off-the-record conference,  
23 Mr. Examiner?

24 TRIAL EXAMINER: For what purpose?

25 MR. DARBY: To shorten the hearing, I hope.

1 TRIAL EXAMINER: All right.

2 Off the record.

3 (Discussion off the record.)

4 TRIAL EXAMINER: On the record.

5 MR. HOPKINS: A letter has been handed to me by the  
6 Charging Party's attorney. I will ask that it be marked for  
7 identification as General Counsel's Exhibit No. 8.

8 TRIAL EXAMINER: What was Number 7?

9 MR. HOPKINS: That was the one that was rejected; well,  
10 it hasn't been offered, but it was marked for identification.  
11 It is a copy of a letter that is now going to be marked as  
12 General Counsel's Exhibit No. 8.

13 (The document above referred to was  
14 marked General Counsel's Exhibit No.  
8 for identification.)

15 Q (By Mr. Hopkins) Mr. Erickson, I show you a letter that  
16 has been marked General Counsel's Exhibit 8, and I ask if you  
17 can identify that?

18 MR. PYLES: I am going to have the same objection. That's  
19 obviously a copy, your Honor.

20 TRIAL EXAMINER: Overruled.

21 Answer the question.

22 THE WITNESS: Would you repeat the question?

23 Q (By Mr. Hopkins) Can you identify that letter?

24 A This is the letter that I sent Mr. Ed St. John as secretary  
25 treasurer of the Mississippi State Building and Trades Council.

1 Q Is that the copy that you sent to Mr. Ed St. John?

2 A I sent a copy to Gulf Coast Building and Supply, I  
3 believe, and the Mitchell Corporation in Mobile, Alabama.

4 Q All right.

5 Now, is that the copy that you sent?

6 A I don't know if that is the one. It probably is.

7 Q Does that look like it?

8 A Yes, sir.

9 MR. HOPKINS: I offer General Counsel's Exhibit No. 8.

10 MR. PYLES: To which I object as to not being properly--  
11 the original has not been properly accounted for.

12 TRIAL EXAMINER: This is the one that you sent through  
13 the mail?

14 MR. PYLES: He said he didn't know.

15 THE WITNESS: What I said was--

16 MR. HOPKINS: I object to the counsel coaching his wit-  
17 ness.

18 TRIAL EXAMINER: That isn't what he said, Mr. Pyles.

19 I will overrule the objection and receive the document  
20 in evidence.

21 Bear with me a minute, gentlemen.

22 (The document above referred to,  
23 heretofore marked General Counsel's  
24 Exhibit No. 8 for identification,  
25 was received in evidence.)

26 TRIAL EXAMINER: Was there a list attached to this when

1 you sent it through the mail?

2 THE WITNESS: I sent a list of contractors there like  
3 it says.

4 TRIAL EXAMINER: With this?

5 THE WITNESS: Yes, sir.

6 TRIAL EXAMINER: Where is the rest of this document?

7 MR. DARBY: Are you asking me?

8 TRIAL EXAMINER: No, I am asking counsel for the General  
9 Counsel.

10 MR. HOPKINS: I haven't seen it. That's the reason I  
11 subpoenaed a copy of it.

12 TRIAL EXAMINER: And you didn't sign it and it didn't  
13 have any heading? You signed it as secretary-treasurer.

14 THE WITNESS: It was on the Mississippi State Building  
15 and Trades stationery, sir.

16 TRIAL EXAMINER: I thought you said that this was the  
17 one that went through the mail.

18 THE WITNESS: No.

19 TRIAL EXAMINER: Where does it show the Mississippi  
20 Building and Trades--

21 THE WITNESS: No, I said this was a copy that was sent  
22 to the Mitchell Corporation. This wasn't the one that went  
23 to Mr. Ed St. John. It is a copy.

24 MR. HOPKINS: This is the copy that you mailed to Mitchell

25 TRIAL EXAMINER: I will receive it into evidence for

1 whatever it is, but it is certainly incomplete. It is signed  
2 as secretary-treasurer, and it doesn't say secretary-treasurer  
3 of what. It could be secretary-treasurer of any organization.  
4 I call the attention of all of the parties to that fact. It  
5 lacks the signature, and that it purports to be from the  
6 secretary-treasurer of an unnamed organization. And if there  
7 is some other document that will explain that, it ought to  
8 be in so that we have a complete record. I am accepting it  
9 for whatever it is worth. It certainly doesn't tell the  
10 whole story. Besides, it refers to an attachment which is  
11 not in evidence, so it is incomplete in that respect, too.

12 MR. HOPKINS: All right. I asked for that. I subpoenaed  
13 that. I did not get that.

14 TRIAL EXAMINER: You subpoenaed it from Mr. St. John?

15 MR. HOPKINS: Mr. Erickson.

16 TRIAL EXAMINER: Why didn't you subpoena it from the  
17 person that has it?

18 MR. HOPKINS: Because I elected to subpoena it from Mr.  
19 Erickson.

20 TRIAL EXAMINER: But he doesn't have it. He doesn't have  
21 it. The only person that has it, apparently, if anyone has  
22 it, is Mr. St. John. Now, I don't know whether he has it or  
23 not, but this is incomplete.

24 All right. Proceed.

25 Q (By Mr. Hopkins) Did you include a list with the letter

1 that you sent to the Mitchell Corporation?

2 A I couldn't answer that, sir.

3 Q The letter, of course, General Counsel's Exhibit No. 7,  
4 refers to a list of electrical contractors who have agreement  
5 with Local 480. Now, do you recall having included a list  
6 of that nature along with your letter?

7 A To Mr. Ed St. John.

8 Q To Mr. Ed St. John?

9 A Yes, sir.

10 Q And how about to the Mitchell Corporation?

11 A I couldn't answer that.

12 Q You couldn't answer that. You don't know whether you  
13 did or not?

14 A No, sir.

15 Q All right.

16 Now, will you tell us what names you put on the list  
17 that was enclosed with this letter that you sent to Gulf  
18 Coast Building and Supply Company?

19 A The names that were on the list?

20 Q Right.

21 A The contractors who had an agreement with 480.

22 Q All right.

23 Who were they?

24 MR. PYLES: Your Honor, I ought to object at this point  
25 in here because--

1 TRIAL EXAMINER: I can't base this finding on oral  
2 testimony, what a writing contained.

3 I will sustain the objection.

4 Q (By Mr. Hopkins) Will you please tell us who Local 480  
5 has agreements with, or did at the time that this letter was  
6 sent?

7 MR. PYLES: I object to that as being incompetent,  
8 irrelevant and immaterial.

9 TRIAL EXAMINER: Overruled.

10 He can say who they had. That doesn't show knowledge of  
11 anyone else, though.

12 Answer the question.

13 THE WITNESS: It is going to be a little hard out of  
14 memory, sir. I would say Allen Electric Company, Allied  
15 Electric Company, Drake Electric Company, Kenneman Electric  
16 Company, Lee Electric Company, Forest Electric Company and  
17 Matthews Electric Company. Taulock Electric Company. I  
18 haven't even kept a list now. I don't know where I am at.

19 Q (By Mr. Hopkins) All right.

20 Do you have Drake and Forest? Are those two in the  
21 Natchez area?

22 A No, sir, Drake is in Jackson, and Forest is in Natchez.  
23 There's more than that. At that time I think there were  
24 16 contractors.

25 Q Have you ever been secretary-treasurer of your local



1 union?

2 A No, sir.

3 Q Never have?

4 A No, sir.

5 Q You testified a moment ago that you sent this on to  
6 the building and trades--

7 TRIAL EXAMINER: Excuse me. That was a very confusing  
8 question.

9 What do you mean by your local union?

10 I would like the record complete on that, because it is  
11 mystifying to me.

12 Q (By Mr. Hopkins) What is your local union?

13 A The IBEW Local 480.

14 Q Have you ever been secretary-treasurer of Local 480?

15 A No, sir.

16 TRIAL EXAMINER: Oh, I see. Excuse me. I was confused.

17 Q (By Mr. Hopkins) You testified a moment ago that you  
18 sent this letter on building and construction trade stationery.  
19 Is that what you testified?

20 A State Building and Trades Council.

21 Q State?

22 A Right.

23 Q And in the body of the letter--

24 TRIAL EXAMINER: The letter--no matter what his testimony  
25 is, the letter is not on any such stationery, the one in

1 evidence. The one in evidence is not on any stationery. It  
2 is on plain paper. His oral testimony as to the letterhead,  
3 I won't make any finding on it. It is incompetent.

4 Q (By Mr. Hopkins) Did you send anyone connected with  
5 Gulf Coast a copy of the typical local 480 agreement?

6 A No, sir.

7 Q You didn't.

8 What was the purpose of sending this letter?

9 A Are you referring to the letter that's--

10 MR. DARBY: I will object to the purpose. The letter  
11 speaks for itself.

12 TRIAL EXAMINER: Overruled.

13 Answer the question.

14 THE WITNESS: Referring to the letter that I sent as  
15 the Mississippi State Building and Trades--

16 TRIAL EXAMINER: Yes, the one that is in evidence.

17 The one that you sent to the Mitchell Corporation, is  
18 that the one that you are referring to?

19 The record is going to get awfully confusing. What are  
20 you referring to? Are you referring to the one in evidence?

21 MR. HOPKINS: I withdraw the question.

22 MR. PYLES: He has already answered.

23 TRIAL EXAMINER: It was withdrawn.

24 Q (By Mr. Hopkins) Now, is it a practice for the contractors  
25 coming from other jurisdictions from other states to come into

1 the area and sign your contracts?

2 MR. PYLES: Your Honor, I am going to object to what  
3 the practice is. There is no showing here that he knows  
4 what the practice is with other contractors coming into this  
5 area.

6 TRIAL EXAMINER: What area are you referring to? The  
7 whole geographical area of the local?

8 MR. HOPKINS: Yes, sir.

9 TRIAL EXAMINER: How long have you been an official of  
10 the local?

11 THE WITNESS: Seven years.

12 TRIAL EXAMINER: I will overrule the objection.

13 Answer the question.

14 THE WITNESS: Would you repeat the question?

15 TRIAL EXAMINER: Will the reporter read the question?

16 (Question read.)

17 THE WITNESS: No.

18 TRIAL EXAMINER: I presume that question just referred  
19 to the current practices as of now? Is that the way you  
20 meant it? You meant that question to refer to the practices  
21 as they exist today?

22 MR. HOPKINS: Yes, sir.

23 Q (By Mr. Hopkins) Now, did you put the pickets down at  
24 Tracetown yourself?

25 A I instructed them where to walk, yes, sir.

Q Did you take them down there on that day, the first day

1 that they picketed?

2 A No, sir, I met them down there.

3 Q You met them down there.

4 That was on February 28th?

5 A Yes, sir.

6 Q Now, prior to that time, had you contacted anyone from  
7 Gulf Electric about the wages, working conditions that they  
8 were using on the job?

9 A No, sir.

10 Q Now, what did you put on this picket sign?

11 A (No response.)

12 Q Well, let's see. We have got that legend here somewhere,  
13 I believe.

14 TRIAL EXAMINER: Yes, we have that. That's GC-5.

15 Q (By Mr. Hopkins) Now, what was your complaint at that  
16 time, the moment that you put the picket signs up, with  
17 Gulf Electric?

18 A The local unions were complaining of sub-standard wages  
19 and working conditions.

20 Q Well, you were complaining about sub-standard wages, is  
21 that correct?

22 A The local union was.

23 Q The local union was? You were not complaining about that?

24 MR. DARBY: I object as to what the witness was complaining  
25 about. That's a subjective state of mind.

1 TRIAL EXAMINER: I don't see the materiality. Do you  
2 mean him personally? Is that what you meant by that?

3 MR. HOPKINS: Yes.

4 TRIAL EXAMINER: I will sustain the objection.

5 Q (By Mr. Hopkins) Now, did you give these pickets  
6 instructions where to walk down there?

7 A Yes, sir.

8 Q Where did you instruct them to walk?

9 A On the public roadway.

10 Q On the public roadway?

11 A Yes, sir.

12 Q At what times did you instruct them to picket?

13 A Between the hours of 6:30 and whenever their eight hours  
14 a day was up, and not to picket if it was raining or bad  
15 weather conditions.

16 Q Beginning at 6:30 and picketing until when?

17 A Through their eight hour day.

18 Q What do you mean through their eight hour day?

19 A Through an eight hour day.

20 Q In other words, for them to stay there eight hours?

21 A Correct.

22 Q Did they take time off for lunch?

23 A They expelled each other. There was two picket carriers  
24 on there until the latter part of the picketing.

25 Q So what time did they leave in the evening?

1 that I was overruled when I brought it up.

2 Q But to answer my question, did you write them a letter,  
3 or did you--

4 A No, sir.

5 Q You didn't write them a letter?

6 A No, sir.

7 Q Would you stop and tell us who was present, who you  
8 remember being present? Is it in the minutes?

9 A I would say it is in the minutes.

10 Q Did you talk to any of them separately after the meeting  
11 about the picket line?

12 A Sir, I don't know. I mean, that is our business. I  
13 might have talked to them, and I may not have. I don't know.  
14 It is not in their jurisdiction here, so I doubt very seriously  
15 if I said anything to them about the Natchez area, unless it  
16 was...

17 Q Of course, it is in Mr. Brummett's jurisdiction, isn't  
18 it?

19 A It is also in Mr. West's district out of Baton Rouge, and  
20 a few others.

21 Q But Mr. Brummett works that area, isn't that correct?

22 A Yes, sir.

23 Q Did you talk to Mr. West--

24 A No, sir.

25 Q --about the picket line?

1 A No, sir.

2 Q Now, the operating engineers, did you tell them?

3 A Mr. Bird is the business manager, and I am sure that I  
4 didn't tell him. He came up on the picket sign, I believe,  
5 the first day that it was there.

6 Q How about Mr. Marborough (phonetic), was he at the  
7 meeting?

8 A I would say he was. He usually is.

9 Q He is with the operating engineers?

10 A Yes.

11 Q Did you tell him?

12 A If I mentioned it at the meeting, I did.

13 Q Was Mr. Tanner at the meeting?

14 A Tanner?

15 Q Louis Tanner?

16 A Louis Turner?

17 Q Turner, yes, sir.

18 A I couldn't say. I don't know. I mean, possibly he was.  
19 He usually attends.

20 Q Was Mr. Miley there with the laborers?

21 A I don't know.

22 Q How about Mr. Jones from the carpenters?

23 A The same thing there. I can't recall. They come.

24 Sometimes they do, and sometimes their business won't allow  
25 them to come. Not that particular day, that I could say

1 that they were there or wasn't.

2 Q The morning that you put the pickets in place down  
3 there, did you talk with Mr. St. John that morning?

4 A He talked to me.

5 Q He talked to you?

6 A Yes, sir.

7 Q You didn't talk to him at all?

8 A I told him--

9 Q Just tell us what was said during that conversation.

10 TRIAL EXAMINER: Can we first find out what time it was,  
11 and who might have been present?

12 MR. HOPKINS: Yes, sir.

13 THE WITNESS: I would say between 7:00 and 7:30.

14 Q (By Mr. Hopkins) And this was on the first day of  
15 picketing, the morning of the 28th?

16 A Right.

17 Q All right.

18 Was anyone else there?

19 A The picket carriers were there.

20 Q The picket carriers?

21 A Yes, sir.

22 Q Any other employees gathered around there anywhere that  
23 you saw?

24 A There were quite a few people around, up and down the  
25 highway there.



**APPENDIX**

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**IN THE  
UNITED STATES COURT OF APPEALS  
FOR THE  
DISTRICT OF COLUMBIA CIRCUIT**

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**No. 22,146**

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**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL 480, AFL-CIO**

**Petitioner**

**v.**

**NATIONAL LABOR RELATIONS BOARD  
Respondent**

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**Petition to Review and Set Aside and on Cross-Petition to Enforce An Order  
of The National Labor Relations Board**

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**VOLUME II  
(Pages 180 through 335)**

**United States Court of Appeals  
for the District of Columbia Circuit**

**FILED JAN 7 1969**

*Nathan J. Paulson*  
**CLERK**

1 Q All right.

2 TRIAL EXAMINER: You mean within hearing distance?

3 Q (By Mr. Hopkins) Gathered around the picket signs, in  
4 that area where you could see and observe them?

5 A No, sir, not around the picket signs. I tried to keep  
6 them away from there.

7 Q But the area where you could see them, you saw several  
8 people?

9 A There was several people up and down the road, yes, sir.

10 Q What do you mean up and down the road?

11 A On the public highway.

12 Q Driving up and down, going all over the country, or were  
13 they stopped alongside the highway there?

14 A They were stopped there.

15 Q All right.

16 What was your conversation with Mr. St. John?

17 A I don't recall exactly what was said. He used some  
18 abusive language, and he was a little bit mad.

19 Q Tell us what you recall being said, and how abusive was  
20 he?

21 A (No response.)

22 Q Or how he was abusive?

23 A I can't say the exact words. I am just saying that he  
24 was mad. He wanted to know what it was all about. I told  
25 him to read the sign. And he said that that was no explanation

1 to him. And I told him that the only thing I could tell him  
2 was to contact an attorney, that I would not talk to him  
3 under no condition.

4 Q Did you know who Mr. St. John was at that time?

5 A At that particular time I didn't. He introduced himself  
6 that morning.

7 Q And you didn't tell him the purpose for having the picket  
8 sign out there?

9 A I told him that it was on the sign.

10 Q On the sign, and for him to contact your lawyer?

11 A Yes, sir, to contact--if he wanted to talk to him, to  
12 contact him.

13 Q Did you give him your lawyer's name?

14 A I don't believe he even listened to me long enough to  
15 find out, he was so mad.

16 Q Had you been instructed not to talk with him?

17 MR. PYLES: I am going to object now as to what instruc-  
18 tions counsel may have given to him.

19 TRIAL EXAMINER: Well, it depends on who you mean by  
20 instructions. If you mean by what his counsel told him...  
21 Well, first, I think you ought to make it clear by who you  
22 mean he received instructions from, the membership or counsel.  
23 That might make a difference.

24 Q (By Mr. Hopkins) Had you been told by anyone not to  
25 talk with people who asked you why the picket sign was up

1 there?

2 MR. PYLES: I am going to object to that question, Your  
3 Honor.

4 TRIAL EXAMINER: I think you are going to have to--  
5 On what ground?

6 MR. PYLES: On the ground that if counsel gave him the  
7 instructions, those instructions would be privileged and  
8 confidential.

9 TRIAL EXAMINER: Whose privilege?

10 MR. PYLES: The witness's privilege.

11 TRIAL EXAMINER: I haven't heard him claim it.

12 MR. PYLES: Well, he hasn't been instructed--

13 TRIAL EXAMINER: If the instructions were given to him  
14 by counsel, he can claim the privilege if he cares to. If  
15 they were given to him by membership, he cannot.

16 MR. PYLES: That's right.

17 TRIAL EXAMINER: I will so instruct him.

18 Now, answer the question.

19 Is that fair enough? Does that satisfy you?

20 MR. HOPKINS: Yes, sir, and it is also my position, too,  
21 that this is what was uttered during the conversation, and--

22 TRIAL EXAMINER: You can show anything that went on during  
23 the conversation, but you are now asking him what instructions  
24 he received. You are not asking for the conversation now.

25 I will instruct the witness to answer, with the provisor

1 that if the instructions were given to him by his attorney  
2 and he cares to claim the privilege, he can claim the privi-  
3 lege.

4 Answer the question.

5 THE WITNESS: Seven years in this business--

6 MR. HOPKINS: I object to that.

7 THE WITNESS: --I didn't heed any instructions.

8 MR. HOPKINS: I move to strike it as being unresponsive.

9 TRIAL EXAMINER: I think it might be responsive in a  
10 round-about way, but I will strike it. I think he ought to  
11 answer it directly.

12 Can you answer that yes or no, with the proviso that  
13 I gave you, that if it is privileged, you may claim the  
14 privilege. Otherwise, answer the question.

15 THE WITNESS: I did not have instructions.

16 Q (By Mr. Hopkins) Now, was there anything else mentioned  
17 during this conversation that you recall?

18 A No, sir.

19 Q Did you mention the letter which has been marked as  
20 General Counsel's Exhibit No. 8?

21 A I believe after he introduced himself I might have men-  
22 tioned that I had sent him a letter, yes, sir.

23 Q You so now recall that you mentioned a letter?

24 A I may have. I mean, I don't remember whether I did or  
25 not. I mean, after he introduced himself and I found out

1 who he was, and like I say, he was a little bit irritated.

2 Q What is your testimony about the letter? Do you recall  
3 mentioning it or not, the letter marked as General Counsel's  
4 Exhibit No. 8?

5 A I don't recall whether I did or did not.

6 Q Now, have you been over your affidavit in preparation  
7 for this trial?

8 A I didn't feel like--I may have looked at it. I don't  
9 know, sir.

10 Q Did you see that appearing in your affidavit, that you  
11 had mentioned something about the letter?

12 A I don't recall it.

13 Q You don't recall it being in there?

14 A No, sir.

15 Q Do you recall giving Mr. Staldner an affidavit on the  
16 9th day of March 1967?

17 A I don't know if that is the correct day. I remember Mr.  
18 Staldner.

19 Q All right.

20 And this was in Mr. Pyles' office?

21 A Yes, sir.

22 Q Was that when Mr. Brummett was there also?

23 A I don't know. We gave two statements. I gave one to  
24 Mr. Staldner and I gave one to Mr. Pratt.

25 Q All right.

1 Now, do you recall telling Mr. Staldner anything about  
2 mentioning the letter that you sent to Gulf Coast?

3 A I may have, sir. Like I say, I don't remember exactly  
4 if I mentioned it, or if I didn't mention it.

5 Q You haven't been over that particular aspect of the  
6 case before now in preparation for the trial?

7 A No, sir, I haven't read the affidavit.

8 Q You haven't read the affidavit?

9 A No, sir, I didn't feel like I needed to.

10 Q I show you a document here that has been marked, "Affi-  
11 davit," and it consists of four pages, and it is signed by  
12 John Erickson, and I ask if you can identify that as your  
13 signature?

14 A Yes, sir.

15 Q Also, it is signed by Mr. Staldner?

16 A Yes, sir.

17 Q Do you remember giving him that statement?

18 A Yes, sir.

19 Q Now, you said that during this conversation--right here  
20 on page 2-- "I did mention the letter that I had sent to Gulf  
21 Coast."

22 Now, does that refresh your recollection at all?

23 MR. PYLES: Your Honor, I object. I don't have any  
24 objection to him introducing the entire document, but I  
25 don't think that he can pick out aspects of it. I think if

1 he is going to put any of it in, he had better put the whole  
2 document in.

3 TRIAL EXAMINER: He hasn't put any of it in.

4 MR. PYLES: Well, he is asking questions from it.

5 TRIAL EXAMINER: He didn't read from it. He didn't  
6 read from it into the record.

7 Q (By Mr. Hopkins) What is your testimony about that?

8 A I may have, yes, sir.

9 Q Well, are you admitting that you mentioned the letter?  
10 Did you mention the letter to Mr. St. John?

11 A Sir, at the present time, I don't remember if I did or  
12 not. I could very well have.

13 Q Did you have a clear recollection of the incident around  
14 this matter back on March 9th when you gave a statement to  
15 Mr. Staldner?

16 A Yes, sir, it was just within a few days of when it hap-  
17 pened.

18 Q And if you told Mr. Staldner that you mentioned the  
19 letter that you sent to Gulf Coast, then you undoubtedly  
20 mentioned it to Mr. St. John?

21 A Yes, sir.

22 Q What did you say to him, to Mr. St. John?

23 A I don't know, sir. If I mentioned the letter to him,  
24 it was when he introduced himself, as who he was. I may have  
25 mentioned that I sent him a letter.



1 Q Didn't you mention that you didn't get an answer to the  
2 letter that you had sent to him?

3 A I may have. I don't know.

4 TRIAL EXAMINER: Did you ever get an answer to the letter?

5 THE WITNESS: No, sir.

6 Q (By Mr. Hopkins) What kind of an answer did you expect  
7 to get?

8 MR. PYLES: I object to that, what he expected to get,  
9 Your Honor.

10 TRIAL EXAMINER: Overruled.

11 Q (By Mr. Hopkins) You may answer.

12 A What kind of answer I expected to get?

13 Q Yes.

14 A Sir, this is a form type of letter, and I don't have any--

15 MR. HOPKINS: I move to strike all of this as not being  
16 responsive to the question that I asked the witness. I asked  
17 the witness, "What type of response did you expect to get  
18 from your letter--"

19 TRIAL EXAMINER: I will grant the motion.

20 Answer the question.

21 THE WITNESS: I don't have any answer to the question.

22 Q (By Mr. Hopkins) You didn't expect to get any type of  
23 answer at all to the letter that you sent out?

24 A You could or could not. We sent them out, like I just  
25 said, in a form type letter--

1 MR. HOPKINS: I object, and I move to strike this as  
2 not being responsive, the part of his testimony concerning  
3 the form letter that he keeps trying to testify about.

4 MR. PYLES: Now, Your Honor, this witness has answered  
5 that question three times, and he has told him each time  
6 that it was a form letter that they usually send out.

7 TRIAL EXAMINER: Let me have the answer again, please.

8 (Answer read.)

9 TRIAL EXAMINER: I will strike everything except "you  
10 could or could not."

11 In other words, you didn't know whether to expect an  
12 answer or not?

13 THE WITNESS: No, sir.

14 Q (By Mr. Hopkins) Did you give Mr. St. John the name of  
15 the attorney to contact?

16 A I believe so. I can't recall right offhand.

17 Q What name did you give him?

18 A If any, it would have been Mr. Pyles.

19 Q All right.

20 Who helped you with the signs? Did anyone tell you  
21 what to put on them?

22 A It was done by the local union.

23 Q By the local union?

24 A Yes, sir. I believe it is in the minutes.

25 Q All right.

1 Who told you to put the wording on them that you used?

2 A It is the same signs as we have used on several other  
3 picket signs. We have got more than this one at the hall.

4 Q Did you use the same one on the Vickers job that you  
5 had a dispute with a while back?

6 A I couldn't recall if it was exactly the same or not.  
7 I think it was similar.

8 Q You think it was the same sign?

9 A Yes, sir--not the same sign, but--

10 Q Well, the name of the employer was changed, of course.  
11 You didn't have a dispute with Gulf Electric down at Vickers.  
12 You didn't have their name on there, at least, did you?

13 A No, sir.

14 TRIAL EXAMINER: Let's take a five-minute recess.

15 (A short recess was taken.)

16 TRIAL EXAMINER: The hearing will be in order.

17 Proceed.

18 Q (By Mr. Hopkins) Is the Natchez Building and Construc-  
19 tion Trades Council part of the State Building Trades Council?

20 A No, sir.

21 Q It isn't?

22 A No, sir.

23 Q How do you determine which is going to be a part of the  
24 State?

25 A They affiliate. The council affiliates themselves.

1 Q And Natchez has never affiliated?

2 A No, sir.

3 Q Now, did you see Mr. St. John later on the same day that  
4 you talked with him on the job site out there?

5 A I may have seen him several times that day. I don't  
6 recall. I did...

7 Q Did you see him that evening?

8 A Yes, I did see him that evening while he was eating.

9 Q Where was he at that time?

10 A At the Albert Pick.

11 Q Who was with you?

12 A I was with my wife.

13 Q Who was he with, if anyone?

14 A I don't recall all of the gentlemen. I believe Mr. Worley  
15 was with him.

16 Q You believe Mr. Worley was there, or you just--

17 A Well, Mr. Worley was there.

18 Q When you use the word believe, does that mean that you  
19 have some doubt, or just what does that mean?

20 A No, sir, Mr. Worley--I have some doubt about Mr. St. John,  
21 but I know that Mr. Worley was at the Albert Pick.

22 Q Do you know whether Mr. St. John was there too or not?

23 A I don't know for sure. I think he was.

24 Q And you think someone else was there, but you can't  
25 recall who that was?

1 A Mr. Worley was there at the Albert Pick.

2 Q Someone in addition to Mr. Worley and Mr. St. John?

3 A Yes, sir.

4 Q You recall someone else being there, but you just can't  
5 picture it? You can't quite remember it, is that it?

6 A Sir, I was eating dinner. I was introduced to a man  
7 that I had never met before in my life.

8 Q Who introduced you to the man?

9 A He introduced himself by coming over and tapping me on  
10 the shoulder.

11 Q All right.

12 Who did that turn out to be?

13 A Mr. Worley.

14 Q All right.

15 How did he introduce himself?

16 A He said, I guess--I guess he said, "I'm Mr. Worley."

17 Q And he handed you his business card, is that correct?

18 A The Mitchell Corporation, I believe he said.

19 Q Did he hand you his business card?

20 A Yes, sir.

21 Q And what did he say to you?

22 A I think he wanted to talk about the--

23 Q You used the word I think. Will you tell us as best you  
24 recall what Mr. Worley said.

25 A He introduced himself, the best I recall, and he wanted

1 to talk about the labor dispute that was on his project, he  
2 said.

3 Q All right.

4 Were those his words, as best you recall?

5 A As best I recall, yes, sir.

6 Q He said, "I want to talk about the labor dispute?"

7 A Right, and he told me to have...

8 Q What did you say now when he said, "I want to talk about  
9 the labor dispute?"

10 A I told him that I didn't want to talk about it whatsoever.

11 MR. PYLES: Your Honor, may I inquire whether counsel is  
12 through with the witness?

13 MR. HOPKINS: I haven't tendered the witness yet.

14 MR. PYLES: Well, Mr. Trial Examiner, it has been about  
15 five minutes since he asked the last question.

16 TRIAL EXAMINER: Well, I haven't heard any offer to  
17 tender the witness, any indication that he is through yet,  
18 so we will let him proceed.

19 Q (By Mr. Hopkins) Now, do you recall when the picket line  
20 was taken down for that one day?

21 MR. PYLES: Your Honor, I object to that. That's stipu-  
22 lated.

23 MR. HOPKINS: Well, I will be happy to stipulate it. I  
24 don't recall it having been stipulated.

25 MR. DARBY: I haven't stipulated to it.

1 TRIAL EXAMINER: I don't believe there is a stipulation.  
2 Overruled.

3 Answer the question.

4 THE WITNESS: No, I do not recall the exact date.

5 TRIAL EXAMINER: Are you asking for the date?

6 MR. HOPKINS: Yes, the date that it was taken down.

7 Q (By Mr. Hopkins) Do you recall what month it was in?

8 A No, sir, I don't.

9 Q You don't recall what month it was in?

10 A (Shakes head, "No.")

11 Q Now, Mr. Erickson, did you instruct your pickets to keep  
12 any type of list down on the Tracetown job site?

13 A After the unfair labor charges had been filed, and a  
14 separate gate was put up--

15 Q Now, just answer my question, if you will, Mr. Erickson.  
16 Did you instruct them to keep a list of anything?

17 MR. PYLES: Now, Your Honor, I'm going to object to this.  
18 This witness is answering the question in here, and if he  
19 doesn't get the answer he wants, then he gets Your Honor to  
20 strike it. And I think this is not correct, and not the  
21 proper--

22 TRIAL EXAMINER: Overruled.

23 I didn't strike anything. The question was repeated.

24 The witness did not answer the question. He can answer that  
25 question yes or no.

1 MR. PYLES: Well, Your Honor, as I understand the rule,  
2 the witness can answer the question, if he can answer it,  
3 and then has a right to explain.

4 TRIAL EXAMINER: Oh, that's correct.

5 MR. PYLES: You haven't permitted him to explain. You  
6 have stricken everything when it hasn't been responsive, and  
7 I think you ought to instruct the witness that he has a right  
8 to explain his answers.

9 TRIAL EXAMINER: I will so instruct the witness, after  
10 he answers yes or no.

11 Q (By Mr. Hopkins) Now, did you ask your pickets to main-  
12 tain any type of list?

13 A Yes, and I wish to explain the answer.

14 Q All right.

15 TRIAL EXAMINER: All right.

16 If you wish to explain, go ahead and explain your answer.

17 THE WITNESS: After the unfair labor charges had been  
18 filed--

19 MR. HOPKINS: When was that? You say after. When was  
20 that?

21 MR. PYLES: Now, Your Honor--

22 TRIAL EXAMINER: Let the witness finish.

23 MR. HOPKINS: Go ahead.

24 THE WITNESS: After the separate gate had been installed  
25 on the job site, I instructed them to keep track of the



1 movements in and out of the gate, if possible. A separate  
2 gate was installed by Gulf Electric Company.

3 Q (By Mr. Hopkins) By Gulf Electric Company?

4 A That's what it had on the gate.

5 Q That was the first day that you gave them any type of  
6 instructions about keeping a list?

7 A Yes, sir.

8 Q What were your instructions?

9 A To keep a list of who come in and went out of the gate.

10 Q How long did you maintain that?

11 A Until the end of the project.

12 Q Up until the end of the project?

13 A Up until the end of the picketing?

14 Q Until the end of the picketing?

15 A Right.

16 Q Which was June 23rd?

17 A Yes, sir.

18 Q And you continued that, even though the second gate had  
19 been taken down, or destroyed at one time?

20 A Yes, sir.

21 Q You kept keeping track of who went on, or at least having  
22 the pickets keep track of who went on and who came off of the  
23 job site?

24 A Yes, sir, they destroyed the Gulf Electric gate, or  
25 stopped any kind of construction...

1 TRIAL EXAMINER: I couldn't hear that. Try not to drop  
2 your voice.

3 Read that back, please.

4 (Answer read.)

5 THE WITNESS: The construction stopped the gate. There  
6 was a road being built there, and they tore the gate down,  
7 Gulf Electric did.

8 Q (By Mr. Hopkins) You mean they only had one gate then?

9 A Right.

10 TRIAL EXAMINER: And do I understand at that point that  
11 you stopped your pickets from taking further--

12 THE WITNESS: No, sir, I moved them to the other gate  
13 and kept a record of the people coming in and out.

14 MR. HOPKINS: May we have a short recess?

15 TRIAL EXAMINER: Would you prefer to recess for lunch?

16 MR. HOPKINS: I think it might be a good idea.

17 TRIAL EXAMINER: Off the record.

18 (Discussion off the record.)

19 TRIAL EXAMINER: On the record.

20 We will recess until 1:15.

21 (Whereupon, at 12:15 o'clock p.m., the hearing was  
22 recessed, to reconvene at 1:15 o'clock p.m., the same  
23 day.)

AFTERNOON SESSION

1:15 p.m.

1 TRIAL EXAMINER ASHER: The hearing will come to order.

2 Q (By Mr. Hopkins) Now, the day before you took the  
3 picket line down, isn't it a fact that Mr. Spillman called  
4 you and invited you to come to Natchez for a meeting?

5 A I don't know if it was the day before. I had talked to  
6 Mr. Spillman one time.

7 Q About his efforts to settle this matter?

8 A No, sir.

9 TRIAL EXAMINER: Is this by telephone or face to face?

10 THE WITNESS: Telephone.

11 Q (By Mr. Hopkins) Now, the day before, do you recall  
12 discussing with Mr. Brummett the day before the picket sign  
13 came down? Do you recall discussing with Mr. Brummett the  
14 dispute on the telephone?

15 A Mr. Brummett called me.

16 Q So he did talk to you about the dispute?

17 A At the Beechwood Motel, yes, sir.

18 Q And that was in Vicksburg, is that correct?

19 A Right.

20 Q And this was the day before the picket sign came down?

21 A Correct.

22 Q Tell us what was said in this conversation, please.

23 A He said they was having a meeting in Natchez.

24 TRIAL EXAMINER: Just a minute.

1 Is there going to be any dispute as to the two people  
2 involved in this conversation?

3 MR. PYLES: The telephone conversation from the Beechwood?

4 TRIAL EXAMINER: Yes.

5 MR. PYLES: No, sir, I don't think so.

6 TRIAL EXAMINER: All right. Go ahead.

7 As long as there is no dispute. Go ahead.

8 Q (By Mr. Hopkins) Tell us what was said?

9 A He told me that they had a meeting at Natchez, and that  
10 ne and Mr. Worley, I believe, had tried to settle the labor  
11 dispute out there. And he wanted to know what it would take  
12 to settle it. And I told him that--then he asked me if we  
13 put a couple of Local 480's people on the job, if it would  
14 settle it.

15 And I told him that we couldn't put them on there. And  
16 that the only thing it would take to settle it was to pay the  
17 prevailing wage scale and the working conditions.

18 Q All right.

19 Do you recall anything else being said?

20 A In that phone conversation?

21 Q Yes.

22 A At that particular time I don't believe there was. He  
23 said they were trying to work something out and that they would  
24 meet again that afternoon.

25 Q What time of day was this call?

1 A It must have been right at 1:00 o'clock. I was eating  
2 lunch.

3 Q Right at 1:00 o'clock?

4 A Yes.

5 Q And then did you have a subsequent call from him that  
6 day?

7 A I had another call that evening.

8 Q That evening?

9 A Yes.

10 Q What was said during that conversation?

11 A He informed me that at the meeting that they had agreed  
12 to set up some kind of a contract basis with Wood, and he  
13 wanted to know if that would be all right with me.

14 And I told him that I had no dispute with Wood whatsoever.

15 Q Is that all that you said to him?

16 A I don't know if it was all that I said to him. I mean,  
17 I didn't have any-- He wasn't representing any--

18 Q Well, if you will--

19 MR. DAREY: Just a minute. I would like to have the  
20 answer read back.

21 TRIAL EXAMINER: Will the reporter oblige?

22 (Answer read.)

23 MR. DARBY: I move to strike "I didn't have any," and  
24 he didn't represent--

25 MR. PYLES: Your honor, I think he ought to be able to

1 continue. He is being responsive. I think to now explain,  
2 be allowed to explain his answer.

3 TRIAL EXAMINER: On what grounds do you move to strike?

4 MR. DARBY: When he said, "I didn't have any," and,  
5 "He didn't represent--" He didn't purport that that was  
6 anything that he said.

7 MR. HOPKINS: I am just trying to find out what was  
8 said at this conversation and nothing else.

9 TRIAL EXAMINER: This is a motion to strike on the  
10 ground that it is not responsive to the question?

11 MR. HOPKINS: Yes, sir, that would be my motion.

12 TRIAL EXAMINER: That would be your motion?

13 MR. HOPKINS: Yes, sir.

14 TRIAL EXAMINER: All right.

15 I will grant it.

16 Q (By Mr. Hopkins) Other than what you have told us, do  
17 you recall anything else at the second meeting that was said?

18 A I wasn't at the second meeting.

19 Q I mean, the second telephone conversation from Mr. Brummett  
20 what Mr. Brummett told you.

21 TRIAL EXAMINER: Were there two calls from Mr. Brummett?

22 THE WITNESS: There was one late that evening, yes, sir.

23 TRIAL EXAMINER: This is the second one that you are  
24 talking about?

25 Q (By Mr. Hopkins) What time was this one?

1 TRIAL EXAMINER: I am a little confused as to how many  
2 there were, and what times they were made.

3 Q (By Mr. Hopkins) How many calls did you have from Mr.  
4 Brummett on that day?

5 A I don't recall. Over two or three, possibly.

6 Q Two or three?

7 A Yes, sir.

8 Q And what time was the first one?

9 A The first one was at 1:00 o'clock at the Beechwood at  
10 Vicksburg.

11 Q You have told us all that you have known about that one,  
12 is that right?

13 A Yes.

14 Q Now, the second one, that is the one that you were  
15 talking about just now. What time was it?

16 A I would say around 7:30 or 8:00. Somewhere in there.

17 Q Now, when was the third one?

18 A About 11:00, I guess.

19 Q Eleven that night?

20 A Yes.

21 Q Now, during the second conversation, what did Mr. Brummett  
22 say to you?

23 A The only thing I recall is that he mentioned that they  
24 had-- When they left down there at the meeting, that Mr.  
25 Worley and them said they could work it out, that there would

1 be no problem. And he was wanting to know from me if I still  
2 expected the wage scale, and if it was-- He mentioned Wood  
3 Mechanical. He wanted to know what it would take, and he did  
4 inform me that they were supposed to have a conversation call,  
5 I believe, that night between--

6 Q Between who?

7 A Between the Woods, Worley, and Gulf Electric, I believe.

8 Q Now, you said that he mentioned Wood Mechanical. Just  
9 tell us what he said about Wood?

10 A He just wanted to know if they accepted the labor contract  
11 on the job and if I had reason to picket.

12 Q What did you tell him about that?

13 A I told him if they accepted the labor contract on it,  
14 that I wouldn't have any reason to picket.

15 TRIAL EXAMINER: You wouldn't have what?

16 THE WITNESS: Any reason to picket.

17 Q (By Mr. Hopkins) Now, other than your picket line down  
18 at the Tracetown, did you do anything else to notify the  
19 public about your dispute with Gulf Electric?

20 A No, sir.

21 Q Now, the picketing ceased on June 23rd, is that correct?

22 A That's correct.

23 Q Now, was any other electrical work done on the job down  
24 there, other than by Gulf Electric?

25 A Yes, sir, I believe there was.



1 Q And who would ~~that~~ be?

2 A Forest Electric, I think, had a sub-contract with Sears  
3 Roebuck.

4 Q On the Tracetown?

5 A Correct.

6 Q Do you recall when they started working down there?

7 A Sometime the latter part of June.

8 Q Wasn't it June 26th?

9 A I couldn't say for sure.

10 Q Does that sound about right?

11 A That sounds about right.

12 MR. HOPKINS: That's all that I have.

13 MR. DARBY: I have just a few questions.

14 Q (By Mr. Darby) Mr. Erickson, how many construction  
15 jobs in your jurisdiction were paying less than the prevailing  
16 wages when you put the picket signs up at the Tracetown Center?

17 MR. PYLES: Your Honor, I am going to object to that as  
18 being incompetent, irrelevant and immaterial.

19 TRIAL EXAMINER: Overruled.

20 Answer the question.

21 THE WITNESS: I have no idea.

22 Q (By Mr. Darby) Well, you do, as a matter of fact, know  
23 that there were at least four or five jobs in the area paying  
24 less than the prevailing wages, do you not?

25 A Yes, sir, I would say so. Yes, sir.

1 Q And you knew that at that time?

2 A No, sir.

3 Q How many of those other jobs did you picket?

4 A None.

5 Q When was the last time before you put up the prevailing  
6 wage sign at Tracetown that you had put up a prevailing sign?

7 A I don't recall right offhand. I would say probably a  
8 year or so.

9 Q All right.

10 And that year or so ago, that was at Vickers, Incorporated,  
11 was it not?

12 A I believe that was the one.

13 Q Yes, sir.

14 And how did you happen to take that sign down?

15 MR. PYLES: Your Honor, I'm going to object to that as  
16 being certainly incompetent, irrelevant and immaterial, some-  
17 thing that happened a year before.

18 MR. DARBY: It shows a practice, and it also shows what  
19 kind of order is needed.

20 TRIAL EXAMINER: It has some slight value as background.  
21 I will let it in.

22 Answer it.

23 Q (By Mr. Darby) How did you happen to take the sign down  
24 at Vickers?

25 A Through an ELRB hearing.

1 Q They ordered you to take it down?

2 A Right.

3 Q And you took it down?

4 Now, when you spoke--before you put your picket line up,  
5 do you recall which business agents that you talked with and  
6 told them that you were going to put the picket signs up?

7 A The only one that I recall talking to definitely before  
8 I put the sign up was Mr. Stanley with the carpenters.

9 Q What conversation did you have with Mr. Stanley when you  
10 told him about putting it up?

11 MR. PYLES: Your Honor, I think we have gone over this.

12 MR. DARBY: I don't think he got the conversation that  
13 he had with him.

14 TRIAL EXAMINER: Not really, but I will sustain the ob-  
15 jection. Not on the grounds as stated, but on the grounds  
16 that a proper foundation hasn't been laid.

17 MR. DARBY: But he testified previously that he--

18 TRIAL EXAMINER: Well, I don't know. He testified what  
19 it was, yes, that it was a meeting just before the pickets  
20 went up, but I don't know if he testified who was present.

21 MR. DARBY: Well, I will ask him again.

22 Q (By Mr. Darby) You did talk with Mr. Stanley, is that  
23 correct?

24 A C orrect.

25 Q All right.

1           Where were you when you talked with Mr. Stanley?

2   A       In his office in Natchez.

3           TRIAL EXAMINER: He didn't testify to that before.

4           MR. DARBY: No, sir, he didn't.

5   Q       (By Mr. Darby) And what did you tell Mr. Stanley?

6           TRIAL EXAMINER: And who else was there?

7   Q       (By Mr. Darby) And who else was there?

8   A       No one.

9   Q       When was it, approximately?

10   A       It was on a Thursday.

11   Q       All right.

12           That was Thursday before you put the picket sign up on  
13 Tuesday, is that correct?

14   A       Correct.

15   Q       And what did you say to Mr. Stanley and what did he say  
16 to you?

17   A       I just stopped by there. I cover that area on Thursdays,  
18 and I stopped there and I talked to him about any problems in  
19 the area or on the jobs at the papermill, or any other jobs  
20 down there. And I told him, and I informed him that there  
21 would be a picket sign on that particular job on Monday or  
22 Tuesday.

23   Q       Did Mr. Stanley tell you whether or not he had anybody  
24 working at the time that you told him that you were going  
25 to put the picket sign up?

1 A I think he did say he had some people out there.

2 Q You knew ~~that~~ before you talked with him, didn't you?

3 A No, I didn't.

4 Q Did Wood Mechanical have any people out there before  
5 you put the picket sign up, that is, on the Tracetown job?

6 A I assume that they did. I don't know.

7 Q Who was employed on behalf of Wood Mechanical? What  
8 craft?

9 A The plumbers.

10 Q You told Mr. Brummett about it, didn't you?

11 A As I stated before, I don't know whether Brummett was  
12 at the building and trades meeting in Jackson when I did or  
13 not.

14 Q Well, now, let me ask you if you didn't make it a point  
15 when you were at the building trades meeting at Jackson to  
16 tell all of the business agents that you were going to put  
17 up a picket line, whose jurisdiction covered Natchez?

18 A I announced it. I don't think I made a point of it.

19 Q You announced to the Natchez ones and the rest of them,  
20 too?

21 A To Mr. Stanley in Natchez.

22 Q All right.

23 Now, tell me. Did you have any personal conversation  
24 other than just making the announcement with any of the Natchez  
25 business agents? That is, business agents without regard to

1 whether they had jurisdiction over Natchez?

2 A I couldn't answer that question. I don't remember if I  
3 did or not.

4 Q Let me ask you if you recall this, to refresh your recol-  
5 lection, and I will ask Mr. Pyles to stipulate with me, if he  
6 will, that I am reading from page 27 of Mr. Erickson's depo-  
7 sition, so that we won't have to put it in the record.

8 "Q Did you have any personal conversation with any of  
9 them about the picket line?

10 "A The ones that had jurisdiction in the Natchez area.

11 "Q What did you say to those gentlemen that had juris-  
12 diction in the Natchez area?

13 "A I told them that local union was going to put a picket  
14 on the Gulf Electric Company at the Tracetown Shopping Center  
15 in Natchez on the Highway 61 Bypass Tuesday morning."

16 Do you recall if that was what actually happened, Mr.  
17 Erickson?

18 A It is common courtesy. I would say that it happened.

19 Q All right, sir.

20 Now, Mr. Erickson, did you know when you put up the  
21 picket line at the Tracetown Center what time the people for  
22 Gulf Electric came to work?

23 A I would say around 7:00 o'clock.

24 Q All right.

25 And you had been told that by one of your own members,

1 that Gulf Electric's people were to report to work at about  
2 7:00, isn't that correct?

3 A I don't believe it was a member.

4 Q All right.

5 But you had learned it from somebody?

6 A Yes, sir.

7 Q What time did you order the pickets to go up every morning?

8 A 6:30.

9 Q All right, sir.

10 Now, after the picket line went up, did you see the Gulf  
11 Electric people come through the picket line?

12 A One of the gentlemen told me that he worked for Gulf  
13 Electric Company that day.

14 Q Was that the foreman?

15 A He said he was.

16 Q And you had an argument with him, did you not?

17 A Well, he was a little bit perturbed.

18 Q All right.

19 Well, now, how about the first morning that the picket  
20 was up? Did you see some of the people come in, Gulf Electric  
21 people?

22 A The same people that I talked to, yes, sir.

23 Q How many automobiles did they come in, or vehicles?

24 A I think two, sir. I couldn't say for sure.

25 Q All right.

1           what kind of vehicle was it, or vehicles were they?

2       A     One of them was in a pickup truck, and the other one  
3       was in a car.

4       Q     All right.

5           Did you see what kind of license they had?

6       A     I don't recall. I think they were Florida licenses,  
7       I believe.

8       Q     And you saw them go through the picket line?

9       A     Yes, sir.

10      Q     Did they stop?

11      A     The picket truck didn't.

12      Q     Did any of the others stop?

13      A     The car came out sometime that day and he stopped.

14      Q     Did you have any conversation with the man in the car?

15      A     No, he--I think he spun his wheels and left.

16      Q     You didn't talk to him?

17      A     Not that I recall.

18      Q     All right, sir.

19           Now, do you know whether or not the Gulf Electric people  
20       continued to come in and out in the same vehicles, or did  
21       they come in and out in different vehicles?

22      A     At different times when I was down there, there was  
23       different vehicles that came in and out, and I couldn't tell  
24       you if they were Gulf Electric Company or not. There was  
25       several different ones that came through the gate.



1 Q Could you see where the Gulf Electric Company people  
2 were doing their work, or had their shack or office from  
3 where you were picketing?

4 A I didn't know where they had their office or shack, no.

5 Q Did you make any effort to find out where they had  
6 their office or shack?

7 A No.

8 Q It is customary, is it not, on a job of that size for  
9 an electric company to have an office, or a shack, a place  
10 where they keep their material?

11 MR. PYLES: Your honor, I am going to object as to what  
12 is customary on a job of that size. I don't think that this  
13 man would be qualified to know what is customary on a job  
14 this size, or whether it would have any probative value.

15 TRIAL EXAMINER: Not an awful lot, but this is an adverse  
16 witness. I will permit it.

17 THE WITNESS: I would say so, yes.

18 Q (By Mr. Darby) Did you make any effort to find out  
19 whether you could obtain permission to put your picket line  
20 up next door to their shack, or the place where they maintained  
21 their supplies?

22 A No, sir.

23 Q Could you see these Gulf Electric people working from  
24 where you had your picket line?

25 A At some times, yes, sir.

1 Q During what period of time?

2 A When they was working out there in front.

3 Q All right.

4 During the great part of the time, and particularly  
5 after the first month or so of the picket line, you couldn't  
6 even see where the Gulf Electric people were from where you  
7 had your picket line, could you?

8 A I might could have. I didn't.

9 MR. PYLES: Your Honor, I don't believe that this has  
10 been charged, directly, that he picketed somewhere else other  
11 than where the Gulf Electric Company was working. Now, he  
12 has testified that when they put up the gate saying Gulf  
13 Electric Company, that he moved down there, and when they  
14 tore it down, that he moved to the other gate. But I don't  
15 believe this is the proper foundation.

16 TRIAL EXAMINER: Objection overruled.

17 Q (By Mr. Darby) Now, Mr. Spillman (sic), what did you  
18 do with respect to the picket line after you saw these Gulf  
19 Electric people coming in and going to work on the first  
20 morning, February 28th?

21 A Would you repeat the question?

22 My name is Mr. Erickson.

23 Q Excuse me, sir.

24 Mr. Erickson, what did you do with respect to your picket  
25 line after you saw these Gulf Electric people come in to work

1 the first morning?

2 A What did I do?

3 Q Yes, sir.

4 A I didn't do anything with it.

5 Q Did you leave it right there?

6 A Yes, sir.

7 Q Who were you attempting to give notice to with what you  
8 had on the sign?

9 A To anybody.

10 Q Were you attempting to give notice to everybody that  
11 had business at the Tracetown Center?

12 A Not necessarily the Tracetown Center.

13 Q Were you attempting to give notice to everyone that had  
14 business at the Tracetown Center?

15 A I don't know now to answer the question.

16 Q All right, sir. That's your answer.

17 Did you put up a picket sign any other place to tell  
18 about the Gulf Electric? Did you put one up anywhere other  
19 than the Tracetown Center with Gulf Electric's name on it?

20 A No, sir.

21 Q Did you put any ad in the newspaper about Gulf Electric  
22 paying these alleged sub-standard wages?

23 A I inquired about it, but I didn't do it.

24 Q All right.

25 What did you do to bring to the attention of the public,

1 if that is what you were trying to do, the fact that Gulf  
2 Electric allegedly paid sub-standard wages, other than to  
3 put the picket sign up at the Tracetown Center?

4 A None.

5 Q Now, did you have any conversations with Mr. Spillman  
6 concerning this picket line down there at the Tracetown Center?

7 A He was out on the picket sign that morning, and I asked  
8 him if there was his members that was congregating around the  
9 picket sign, if he would try to talk to them and move them  
10 away where they wouldn't be blocking traffic or causing any  
11 problems.

12 Q Now, were there some people around by the picket signs  
13 trying to block traffic, or causing problems?

14 A That first morning, early in the morning, there was  
15 quite a few standing beside the side of the highway.

16 Q I see.

17 About how many people were around there?

18 A I wouldn't have any idea. I would say 15 or 20, probably.

19 Q Did they remain out there after you saw all of the Gulf  
20 Electric people go into work?

21 A Some of them did and some of them didn't.

22 Q All right.

23 What did Mr. Spillman say to you when you asked him to  
24 keep his members from congregating around the picket line?

25 A He said that he would do the best that he could, and  
that is all that he said.

1 Q All right.

2 Did you hear what Mr. Spillman said to his people that  
3 were out there congregating around the picket line?

4 A No, sir.

5 Q What did you say to them?

6 A I didn't say thing to them.

7 Q Did you ask them to go across?

8 A Where?

9 Q Go across the picket line.

10 A I didn't say either way.

11 Q You didn't ask them to go across the picket line?

12 A No.

13 Q Did you know who those laborers were working for?

14 A No.

15 Q You knew they weren't working for Gulf Electric, didn't  
16 you?

17 A I didn't know who they were working for.

18 Q I thought you just testified a few moments ago that all  
19 of Gulf Electric's people went in in two vehicles that morning.

20 A All the ones that I know about.

21 Q I see.

22 Did you make any efforts to inquire as to whether all  
23 of these negroes were working for Gulf Electric?

24 A No, sir.

25 Q Did you make any effort to show those negroes that were

1 out there waiting, that if they weren't working for Gulf  
2 Electric to go on past the picket line?

3 A No, sir.

4 Q Why didn't you do that?

5 MR. FYLES: Your Honor, I am going to object to the  
6 question, as to why he didn't do it.

7 TRIAL EXAMINER: I think it is proper cross examination.  
8 Answer the question.

9 THE WITNESS: I didn't feel like I had any reason to tell  
10 them anything. They wasn't working for me. I didn't have  
11 any authority over them.

12 Q (By Mr. Darby) Well, you knew that you had kept them  
13 from going to work by putting that picket line up there, didn't  
14 you?

15 A No, I hadn't kept them from going to work.

16 Q Oh, you hadn't?

17 A No, sir.

18 Q Well, what did keep them from going in that morning,  
19 if you know, if it wasn't your picket line?

20 A I don't know. There were several of them that went in  
21 there and went to work.

22 Q I see.

23 You did know that these people had come down there to  
24 go to work, did you not?

25 A I assumed that they did.

1 Q All right.

2 MR. PYLES: Your Honor, I am going to object to what  
3 he assumed.

4 TRIAL EXAMINER: Are you moving to strike the answer?

5 MR. PYLES: I move to strike the answer.

6 TRIAL EXAMINER: Do you object to the motion?

7 MR. DARBY: Yes, sir. It tells a duty, and if he had  
8 an assumption, he perhaps had a duty.

9 MR. PYLES: No, sir, I don't think he had any duty, and  
10 I don't think that shows that he had one.

11 TRIAL EXAMINER: I will strike what he assumed.

12 That leaves an unanswered question.

13 Will you read the question, please?

14 (Question read.)

15 TRIAL EXAMINER: You knew that they had come down there  
16 to go to work?

17 THE WITNESS: I can't answer that definitely. I don't  
18 know whether they did or not.

19 TRIAL EXAMINER: Yes, you are asking him to testify what  
20 he knew as to the process of the other people. It is a rather  
21 difficult question to answer.

22 Q (By Mr. Darby) Now, when did you talk to Mr. Spillman  
23 about the picket, if you did, Mr. Erickson, after the first  
24 time that you talked with him about it?

25 A I don't recall.

1 Q On the morning the picket line was put up?

2 A I don't recall talking to him, except he called one time  
3 and told me that he had--that he wanted to know if they were  
4 making any progress, and if the picket sign was going to stay  
5 up or if it was going to come down. And he had just had an  
6 election, I believe, of one of the Sand and gravel people down  
7 there and he was concerned with it. That was all.

8 Q Were those sand and gravel people where he had had an  
9 election, had they been making deliveries to the Tracetown  
10 Center?

11 A I don't know that, either.

12 Q Well, now, you knew who was making deliveries to the  
13 center, did you not?

14 A Not between the two sand and gravel places.

15 Q Well, now, didn't you instruct your pickets to keep a  
16 list of either the names or the license numbers of everybody  
17 that crossed into the Tracetown Center?

18 A After the second gate went up.

19 Q Are you sure that it was after the second gate went up?

20 A Yes, sir.

21 Q And not before?

22 A Yes, sir.

23 Q You think your memory is better now than when you gave  
24 your deposition on April 27, 1967?

25 A There is no record of keeping any record of it, except



1 what I have given to Mr. Hopkins.

2 Q Well, without regards with respect to whether or not  
3 there was a record, I am asking you when you gave the in-  
4 structions.

5 A (No response.)

6 MR. DARBY: Let me first ask if we have a stipulation  
7 that I read correctly before from the deposition.

8 MR. PYLES: Yes.

9 On Page 27?

10 MR. DARBY: Yes. I thought that was probably obvious,  
11 since nothing was said. I think perhaps the record should  
12 be clear.

13 Q (By Mr. Darby) Now, I am going to ask for the same kind  
14 of stipulation, and I am going to start reading at page 44.  
15 Let me see if this will refresh your memory.

16 "Q When did the Natchez Sand and Gravel Company start  
17 crossing the picket line?

18 "A I don't know offhand. I have it at the office.

19 "Q What record did you make of it?

20 "A I had the pickets keep a record.

21 "Q What kind of record these pickets keep?

22 "A They kept it on a daily record sheet, the people  
23 crossing.

24 "Q What kind of description did they make of the people  
25 going across the line?

1 "A If they had their names, that was put down. And,  
2 otherwise, they would put their license number, if  
3 possible, and any other identification of the truck,  
4 like the make and color, et cetera."

5 I am now over on page 45.

6 "Q Did they continue to keep that information after  
7 the two gates went up?

8 "A Yes, sir, they are still keeping that information.

9 "Q It makes no difference whether the person goes to  
10 the north gate or south gate, they still keep a record  
11 of it?

12 "A Yes, sir.

13 "Q Pursuant to whose instructions did they keep that  
14 record?

15 "A Mine.

16 "Q Have you ever kept records of who crossed or worked  
17 behind the picket line before?

18 "A I have, when they put up two gates.

19 "Q What was the purpose of that, if you have one?

20 "A My purpose?

21 "Q Yes.

22 "A My purpose is if you have put up a gate that says  
23 Gulf Electric Company, or any other electrical contractor,  
24 that I want to find out who goes through that gate.

25 "Q And you are also keeping a record of who goes through

1 the other gate?

2 "A It is hard to keep a correct record of the north  
3 gate, but they do the best they can.

4 "Q Is that part of the picket's job?

5 "A I don't say it is part of his job, but I have told  
6 them to do it.

7 "Q When did you first start keeping this record?

8 "A We have kept it the whole time."

9 First, could we have a stipulation that I read it correctly

10 MR. PYLES: Yes, sir. You inserted some words in one of  
11 the answers that is not in mine.

12 MR. DARBY: Well, let's see where they are. If I made  
13 a mistake, I want it to be correct.

14 MR. PYLES: About the middle of page 45.

15 "My purpose is, if you have put up a gate that says Gulf  
16 Electric Company, or any--" and you put the words "any other  
17 electrical contractor." And all it says is "any electrical  
18 contractor," in mine. My copy does not have the word "other"  
19 between any and electrical.

20 MR. DARBY: My copy does not either, and if I said other,  
21 I said it mistakenly.

22 MR. PYLES: Otherwise, I will stipulate that he has read  
23 the deposition correctly.

24 MR. DARBY: Thank you, sir.

25 Q (By Mr. Darby) Do you recall that testimony, Mr. Erickson?

1 A Yes, sir.

2 Q Is that the testimony that you gave?

3 A Yes, sir.

4 Q Do you wish to change it at this time?

5 A No, sir.

6 Q All right, sir.

7 Now, Mr. Erickson, did you give your pickets any instruc-  
8 tions as to what to say in the event somebody came up and said,

9 "Is it all right for me to cross the picket line?"

10 A Yes, sir, I believe I did.

11 Q What instructions did you give them?

12 A I told them they could cross it, or whatever they wanted  
13 to do. And if they wanted to know about the dispute, they  
14 could read it on the sign.

15 Q When did you give them those instructions?

16 A The morning when I put them on there.

17 Q All right.

18 What other instructions did you give them about what to  
19 say?

20 A Not to say much of anything, and to be real courteous.

21 Q Let me ask you whether or not you recall this testimony,  
22 and I am going to read from page 40.

23 "Q Mr. Erickson, what instructions did you give the  
24 pickets, if any, when you put the sign up about how long  
25 for them to picket, and what they should do?"

1 company's crossing the picket lines?

2 A He mentioned it when he called.

3 Q All right.

4 What did he say to you?

5 A He said that he had just had an election with these  
6 people, and he was real concerned about it.

7 Q What else did he say?

8 A That's the only thing I can recall at the present time,  
9 that he wanted to settle the dispute, and he wanted to know  
10 if it was going to be settled.

11 Q Let me ask this to see if I can refresh your recollection  
12 about some of that conversation.

13 A All right.

14 Q All right. Page 42.

15 "Q What did you tell him when he told you he had signed  
16 a contract with them?

17 "A I told him 'congratulations.'

18 "Q What else did he say about it?

19 "A He told me he was real concerned about what was  
20 going on-that they were going to do business with Gulf  
21 Coast Construction Supply Company, and that his people  
22 that he had made agreement with was some of the ones  
23 objecting to crossing the picket line.

24 "Q What did you tell him?

25 "A I told him I had no authority to tell him what to

1 do or to do anything--he had been crossing it.

2 "Q He had been across the line?

3 "A Yes, there had been labor over there.

4 "Q Do you know whether or not they had been Mr. Spill-  
5 man's laborers over there?

6 "A I couldn't say. I don't know."

7 Do you recall that testimony?

8 A Yes, sir.

9 Q Does that refresh your recollection as to what you and  
10 Mr. Spillman talked about?

11 A Just about what I said a while ago, yes, sir.

12 MR. PYLES: Your Honor, I am not sure that it is proper  
13 to--if there is no issue as to what was said one time, and  
14 what is being said now--I think counsel is just using this to  
15 get it in, and I have not objected, but I will in the future  
16 object unless there is some issue.

17 Q (By Mr. Darby) Now, did you have some further conversa-  
18 tion with Mr. Spillman about people crossing the picket line  
19 after he told you about signing the people up?

20 A I may have. I meant down there on jurisdictional dispute  
21 on the International Paper Company. I may have talked to him  
22 then. I don't recall that offhand.

23 Q Think about it, and see if you can recall what you may  
24 have said while you had the jurisdictional dispute out at  
25 the International Paper Company.

1 A I can't recall. Like I say, I do this every day, and I  
2 can't recall the exact words of what I say. It has been four  
3 or five months ago.

4 Q Did you know that Mr. Spillman's concrete trucks were  
5 going across the picket line before you had the meeting at  
6 the International Paper Company?

7 A If it was after we started keeping a record, I knew it.

8 Q Did you tell him that you knew it at the time that you  
9 had the conversation with him at the International Paper  
10 Company?

11 A I may have.

12 Q Well, did you?

13 A I said I may have.

14 Q But you don't recall?

15 A If they was going over it and he mentioned it, I probably  
16 told him that he was going across it, and that he ought not  
17 worry about it.

18 Q Now, did you and Mr. Spillman have a building trades  
19 meeting in Natchez, Mississippi, after this International  
20 Paper Company meeting?

21 A We tried to.

22 Q Was Mr. Spillman there?

23 A He was at one of them, yes, sir.

24 Q Did you talk about Mr. Spillman's people going across  
25 your picket line at the Tracetown Center at that meeting?

1 A I don't believe that day that we talked about anything,  
2 except trying to activate the Natchez Building and Trades,  
3 at that particular meeting.

4 Q Let me see. I'm going to read from page 60 and if you  
5 recall this conversation having occurred.

6 MR. PYLES: What was the page?

7 MR. DARBY: Page 60.

8 TRIAL EXAMINER: Sixty.

9 Q (By Mr. Darby)

10 Q Have you talked to Mr. Spillman since you all had  
11 the meeting at the International Paper Company?

12 A Yes, sir, at the building trades meeting in Natchez.

13 Q What did he say to you, or what did you say to him  
14 about the Tracetown job?

15 A He said that they were back out there working.

16 Q Did he tell you that he had stopped his efforts to  
17 try to help you?

18 A He didn't say either way.

19 Q Had he ever done anything to try to help you that  
20 you know of?

21 A I don't know exactly what you are asking-'help me-'  
22 I never asked any help, except that the people of Gulf  
23 Electric Company was undermining our wages and working  
24 conditions."

25 Q Do you recall that conversation?



1 A It could have happened that day. I don't know if it was  
2 that exact day or not.

3 Q Do you wish to change your testimony that you gave before?

4 A No, sir.

5 Q All right..

6 You do agree that that was what you said before?

7 A Yes, sir.

8 Q All right.

9 A I don't think it pinpointed the day there, did it?

10 Q Well, it was at the Natchez Building--

11 Do you know when you had that Natchez Building Trades  
12 Council meeting when you and Mr. Spillman were there?

13 A No, sir.

14 Q It was before the end of the picketing, wasn't it?

15 A Yes, sir.

16 Q Now, does the line workers' business agent here in  
17 Jackson attend meetings of the Jackson Building and Trades  
18 Council?

19 A Sometimes.

20 Q Do you know whether or not you spoke with the business  
21 agent of the Jackson lineworkers local before putting up the  
22 picket sign at the Tracetown Center?

23 A If he was at the meeting.

24 Q If he was at the meeting he heard it?

25 A I didn't make any effort, I don't believe, to call him.

1 Q All right.

2 That wasn't within his jurisdiction, was it?

3 A No, sir.

4 Q Mr. Frickson, you heard, I think, Mr. Spillman testifying  
5 about how people in the building trades union generally didn't  
6 cross other picket lines?

7 A Yes, sir.

8 Q Did you know when you put the picket line up at the  
9 Tracetown Center that the various building trade members and  
10 unions had a policy of not working behind another union's  
11 picket line?

12 MR. PYLES: Your Honor, I'm going to object to the  
13 question as phrased.

14 TRIAL EXAMINER: I will permit him to answer that.

15 Answer the question.

16 THE WITNESS: I thought I did.

17 Q (By Mr. Darby) Do you know how long that policy has  
18 been in effect?

19 A (No response.)

20 Q What is the policy? You said they had a policy. Tell  
21 us what the policy is, as you understood it.

22 MR. PYLES: I object to that. The witness never testified  
23 that they had a policy.

24 TRIAL EXAMINER: I didn't think so either.

25 MR. DARBY: Well, he said, "I thought they did."

1 Q (By Mr. Darby) What policy did you think they had?

2 TRIAL EXAMINER: I will sustain the objection.

3 MR. DARBY: Could I have the question and answer read  
4 back?

5 TRIAL EXAMINER: Read it back, please.

6 (Question and answer read.)

7 TRIAL EXAMINER: I will reverse myself.

8 Q (By Mr. Darby) What was the policy that you thought that  
9 existed among the building and trades unions and their members?

10 A It is--I don't know about the policy, but it is common  
11 knowledge that most craftsmen that belong to the building  
12 trades, or individual craft unions do not cross the picket  
13 signs if it is by another craft, or even by their own building  
14 and trades.

15 Q Now, did anything happen to make you think that that  
16 policy didn't exist during the picketing of the Tracetown Center

17 A Well, it didn't exist there that I could find out.

18 Q You say it didn't exist?

19 A That's right.

20 Q And to what extend didn't it exist?

21 A Everybody that was working there worked.

22 Q Some people went back to work.

23 Who worked behind the picket-line?

24 A I believe everybody did.

25 Q Well, now, first when you put the line up, did Wood

1 Mechanical Contractors have any plumbers on the job?

2 A They were--they came down there that day.

3 Q You saw the plumbers come down there that day, did you  
4 not?

5 A Right.

6 Q And they were plumbers that had worked for Mr. Wood on  
7 the Tracetown job?

8 A Yes, sir.

9 Q And what did those plumbers do when they came down there--  
10 and by that day, you mean the first day you put the picket  
11 line on?

12 A Yes, sir.

13 Q What did the plumbers do when they came down to the  
14 Tracetown Center on February 28th?

15 A They didn't do anything that I know of.

16 Q Well, they must have done something. They either crossed  
17 the picket line or they didn't.

18 A They did not cross the picket line.

19 Q They did not cross the picket line?

20 A No.

21 Q Now, did you say anything to those plumbers that didn't  
22 cross the picket line?

23 A No, sir.

24 Q How long was it before those plumbers did cross the  
25 picket line?

1 A I don't recall right offhand. It wasn't very long.

2 Q They did stay away for several days or longer, is that  
3 correct?

4 A I don't remember. I don't have any idea. I don't know  
5 for sure. I know that it wasn't very long. I was down there  
6 the next week, I believe, and they were working.

7 Q As a matter of fact, didn't the two Mr. Woods go down  
8 there along with some plumbers and personally do some work  
9 on a Saturday and try to catch up after the picket line went  
10 up?

11 A I heard that they did, yes, sir.

12 TRIAL EXAMINER: Now, let's not clutter the record with  
13 hearsay.

14 Q (By Mr. Darby) What about the laborers? Did some of  
15 them refuse to cross the picket line?

16 A There was several people outside the picket sign in the  
17 morning.

18 Q Now, how many people went across on February 28th, other  
19 than the electricians, and other than that truckload of steel  
20 that Mr. St. John brought in?

21 A Sometime that day there was bricklayers working, later  
22 that afternoon.

23 Q Anybody else?

24 A I don't recall.

25 Q How about the carpenters?

1 A I believe Jody Steel went in and went to work up there  
2 that day. I believe it was that day or the next day.

3 Q Who was Jody Steel?

4 A I don't know who they are. It was Jody Steel from  
5 Carthage, Mississippi, I believe.

6 Q Is that the non-union steel erectors?

7 A I assume that they are.

8 TRIAL EXAMINER: Let's not have assumptions and hearsay.  
9 Do you know?

10 THE WITNESS: No, sir, I don't know. They are out of my  
11 jurisdiction.

12 Q (By Mr. Darby) Now, did Mr. Spillman tell you that a  
13 number of his people were not crossing the picket line, that  
14 they were getting hungry, and that they wanted to go back to  
15 work?

16 A I don't believe he ever told me that. He told me they  
17 were having problems with one of the sand and gravel--and I  
18 don't know which one it was. But I don't recall him ever  
19 saying they were having trouble, or that they needed to go  
20 back to work.

21 Q Do you know what happens to the union people sometimes  
22 when they work behind a picket line?

23 MR. PYLES: I'm going to object to that question, Your  
24 Honor. It is too broad.

25 TRIAL EXAMINER: I will sustain the objection.

1 (By Mr. Darby) What do other union members do to their  
2 fellow members that work behind one of your picket lines? Do  
3 you know what has happened over the years?

4 TRIAL EXAMINER: Are you talking about a particular union?

5 MR. DARBY: The building trades unions.

6 TRIAL EXAMINER: In general, or--

7 MR. DARBY: The building trades unions in the Jackson  
8 area.

9 MR. PYLES: I object to that, your Honor, please.

10 TRIAL EXAMINER: All right.

11 I will let him answer.

12 THE WITNESS: I can't happen what happens to all of them.  
13 I have heard a lot of different stories about fines. I have  
14 never had--

15 MR. PYLES: Now, I'm going to object to anything that  
16 he has heard, Your Honor.

17 TRIAL EXAMINER: I will strike anything from the answer  
18 as to what the witness heard. That is hearsay.

19 What do you know of your own knowledge?

20 THE WITNESS: My particular knowledge of it is, if a man  
21 crossed one, that they would do nothing to hurt him, except,  
22 probably at lunch time, they wouldn't have anything to do with  
23 him.

24 Q (By Mr. Darby) They would ostracize him, is that it?

25 A I don't know whether you would say that. They may frown

1 on him.

2 TRIAL EXAMINER: I don't follow that.

3 how would they be eating lunch together if he went to  
4 work and they didn't? Do you mean he would come back off the  
5 job to eat his lunch?

6 THE WITNESS: No, sir.

7 TRIAL EXAMINER: We are talking about your own experience.

8 THE WITNESS: On this particular job?

9 MR. DARBY: This area.

10 TRIAL EXAMINER: You said area.

11 THE WITNESS: If I understand the question correctly,  
12 it would be if anybody crossed the picket sign?

13 TRIAL EXAMINER: Right.

14 THE WITNESS: That was a union member, or a member of  
15 the building and trades council and then they left and went  
16 to work at some other job with some other union people?

17 TRIAL EXAMINER: On, nothing was said about going to  
18 work with other union people. That wasn't the question at  
19 all.

20 THE WITNESS: That's the way I understood it. I'm sorry.

21 TRIAL EXAMINER: Well, I just don't--

22 MR. DARBY: I would like for him to answer the question  
23 as he understands it, if he may, Mr. Examiner.

24 TRIAL EXAMINER: Well, if he doesn't understand the  
25 question the same way that I understand it, or somebody reading



1 the record does, we are going to get an awfully confused  
2 record, Mr. Darby.

3 MR. DARBY: I agree, but I would like to have his answer  
4 as to how he understood the question, now.

5 TRIAL EXAMINER: Suppose you phrase it the way you want  
6 him to answer it.

7 MR. DARBY: All right.

8 Q (By Mr. Darby) What happens after the picket line comes  
9 down to the man that worked behind the picket line, when  
10 everybody goes to work on the same job again?

11 MR. PYLES: Now, Your Honor, I'm going to object to  
12 that question. There couldn't possibly be an answer to that.

13 MR. DARBY: Well, the witness will know whether he has  
14 an answer to it or not.

15 TRIAL EXAMINER: I will overrule the objection.  
16 Answer the question.

17 THE WITNESS: I would say nothing.

18 Q (By Mr. Darby) Is that the time that they wouldn't eat  
19 lunch together?

20 A I would say later on in his building career, possibly it  
21 could happen.

22 MR. PYLES: I am going to object to what possibly could  
23 happen, and move that it be stricken.

24 TRIAL EXAMINER: You know--

25 MR. DARBY: I don't--

1 TRIAL EXAMINER: He says it is a possibility. I will  
2 leave it in.

3 Would you say it was a certainty?

4 THE WITNESS: It couldn't be a certainty.

5 TRIAL EXAMINER: Reasonable expectable, problematical?

6 THE WITNESS: It would depend on what job they would be  
7 on, sir. Building and trades covers a big area.

8 TRIAL EXAMINER: That's true.

9 THE WITNESS: From residential work to an industrial  
10 site. If a man that did this was a plumber, and if he violated  
11 in a residential area, it may never get to an industrial site.  
12 If he did, they may, like I say, shun him. If he stayed in  
13 the residential area, they probably would never bother him.

14 Q (By Mr. Darby) As a matter of fact, he might not even  
15 be referred to the job, isn't that true?

16 A No, sir.

17 MR. PYLES: I'm going to object to that question, Your  
18 Honor.

19 TRIAL EXAMINER: Overruled.

20 Q (By Mr. Darby) Now, what was the occasion for your  
21 taking the picket line down at the Tracetown Center?

22 TRIAL EXAMINER: Which time?

23 Q (By Mr. Darby) The second time, the last time.

24 A The gentleman, and I don't recall his name right offhand  
25 from Sears Company, he called me and said that they had a firm--

1 MR. DARBY: I have no such request.

2 MR. PYLES: I have no such request.

3 MR. HOPKINS: That's fine with me.

4 (The document above referred to was  
5 marked General Counsel's Exhibit  
6 No. 15 for identification, and same  
7 was received in evidence.)

8 Q (By Mr. Hopkins) Would you please tell us, back when  
9 you were having your Tracetown labor dispute whether or not  
10 you had a contract with the Wood Mechanical Contractors?

11 A Local 480 had a contract with Wood.

12 Q Local 480 had a contract with them.

13 And how long did you have a contract with Wood?

14 A Eighteen months to two years at that time.

15 Q And up until currently?

16 A No, we don't have one with them now.

17 Q When did it expire?

18 A I don't know the exact date. He went out of the electri-  
19 cal business.

20 Q Was that after June 30th?

21 A Yes, sir. I don't know the exact date, but it was after  
22 that date.

23 Q Now, do you recall the day before the picket sign went  
24 down talking to Mr. Spillman, after you have testified for  
25 Mr. Darby?

A You mean the first time that went down?

1 Q Yes, sir.

2 A The day before?

3 Q Yes, sir.

4 A No, sir, I don't believe I talked to him.

5 Q I show you an affidavit, Mr. Erickson, which is seven  
6 pages in length, and I ask you whether or not this is your  
7 signature.

8 A Yes, sir.

9 Q And I will read about middleways down. It states that  
10 you were informed on Tuesday, March 21st, by Mr. Brummett and  
11 by Mr. Spillman.

12 A Well, Brummett told me that Spillman was at the meeting.  
13 That was the only thing-- I was in Vicksburg, so I couldn't  
14 have talked to Mr. Spillman. I talked to Brummett by phone  
15 and that was all.

16 Q So Mr. Spillman didn't talk with you, then?

17 A Not directly, no.

18 MR. HOPKINS: That's all I have.

19 TRIAL EXAMINER: Anything further?

20 MR. DARBY: No.

21 TRIAL EXAMINER: Cross exam.

22 MR. PYLES: At this time I would like to call on counsel  
23 for the General Counsel to provide the two affidavits that  
24 were made by--

25 MR. HOPKINS: I, of course, comply with his request.

## CROSS EXAMINATION

Q (By Mr. Pyles) Now, I show you here an affidavit purportedly made and sworn to by you on the 9th day of March 1967 and ask you if that is your signature?

A Yes, sir.

MR. PYLES: I would like to introduce this, and offer this as an exhibit to the testimony of this witness.

MR. DARBY: I may have an objection. I have never seen the document before. I would like to look at it. I can look at it while the testimony is going on.

TRIAL EXAMINER: That will be marked as Respondent's Exhibit No. 2, please.

*Evidence  
offered  
March 9, 1967*

(The document above referred to was marked Respondent's Exhibit No. 2 for identification.)

MR. HOPKINS: Of course, I may have an objection if I know the reason that it is being offered. I need to know the reason it is being offered before I state my objection.

MR. PYLES: It is offered for every purpose.

Q (By Mr. Pyles) Now, I show you here the affidavit made on the 5th day of April 1967, and ask you if that is your signature?

A Yes, sir.

MR. PYLES: I would like to offer that as Exhibit 3 to the testimony of this witness.

MR. DARBY: I would like to look at it, too, before I

1 direct the reporter to put them in the binder of rejected  
2 exhibits, which I believe already has Respondent's Exhibit  
3 No. 1.

4 TRIAL EXAMINER: There's no sense reading them because  
5 they have been rejected.

6 MR. DARBY: I may want to offer part of them, myself,  
7 later on.

8 (By Mr. Pyles) Mr. Erickson, I will ask you to refer to  
9 Exhibit 8 that was introduced as being a copy of the letter,  
10 and ask you whether or not that is a form letter that you  
11 customarily send to all of the general contractors in the  
12 area when you know that they are going to start construction?

13 A It is a form letter, yes, sir.

14 TRIAL EXAMINER: May I interrupt for a minute?

15 MR. PYLES: Yes, sir.

16 TRIAL EXAMINER: You sent the form letter to Gulf Coast?

17 THE WITNESS: Mr. St. John, right.

18 TRIAL EXAMINER: You sent a copy to the Mitchell Corpor-  
19 ation?

20 THE WITNESS: Yes.

21 TRIAL EXAMINER: Could I have you get the witness to  
22 explain why a copy went to the Mitchell Corporation? I don't  
23 believe the record shows who the Mitchell Corporation is.

24 MR. PYLES: I believe Mr. Mitchell testified that he was  
25 president--

1 TRIAL EXAMINER: All right, sir.

2 Q (By Mr. Pyles) Now, when you were instructing the pickets,  
3 did you instruct them to stop anybody or anything being said  
4 to anybody about not crossing the picket line?

5 A No, sir.

6 Q What instructions did you give them with reference to  
7 whether or not they should stop anybody?

8 A I told them not to stop anybody.

9 Q What instructions did you give them with reference to  
10 talking to people and asking them not to cross the picket  
11 line?

12 A (No response.)

13 Q Did you tell them to tell them, or not to tell anybody  
14 not to cross the picket line?

15 A I didn't tell them to say anything to them.

16 Q Now, at any time that you were on the picket line, did  
17 you ever hear them say anything to any person about crossing  
18 or not crossing the picket line?

19 A The pickets themselves, no.

20 Q Now, does the Jackson Building and Trades Council have  
21 any jurisdiction in Natchez, whatsoever?

22 A No.

23 Q Did you ever ask any business agent of the Jackson Building  
24 and Trades, or any other business agent not to cross that  
25 picket line?

1 testimony.

2 TRIAL EXAMINER: I say no. I think that since you went  
3 into the Brummett conversation, that this is quite proper  
4 cross examination.

5 Answer the question.

6 (By Mr. Pyles) Answer the question as best you can, as  
7 to what Mr. Worley said to you that caused you to take the  
8 picket down.

9 MR. HOPKINS: I object to repetition.

10 TRIAL EXAMINER: It is cross examination.

11 Overruled.

12 THE WITNESS: I told him that I didn't know of any  
13 reason that the picket signs should not be up, and he told  
14 me that they were working on a basis that I would have no  
15 reason to put the picket signs on, or that I would have no  
16 reason to keep them on, and that under good faith, if I would  
17 give them a chance, that they would try to work it out that  
18 day. And I believe his words were, "The machinery is working  
19 and it will take a little bit of time," and I said, "Under  
20 good faith, I will take it down. Have the picket carrier  
21 call me."

22 Q The morning that the picket was talking to you, was it  
23 either March 21st or 22nd?

24 A Yes, it was.

25 Q Now, was this the morning after you had had these three



1 A He said the machinery was--I mean, that it was being  
2 worked out, and that it would take time. And he wanted me  
3 to give him the time. And he mentioned--we both mentioned,  
4 I think good faith.

5 Q Now, in your conversations with Brummett on the day  
6 before, did you tell Brummett that the only thing that you  
7 wanted from Gulf Electric was that they pay the area wage  
8 and observe your working conditions?

9 A Yes, sir, that's what I told him when he called me in  
10 Vicksburg.

11 Q Now, did you tell Brummett that you wouldn't put any  
12 of your men on the job under any conditions?

13 A That's what I told him.

14 Q Why did you tell him that?

15 MR. DARBY: I object to why he told him that.

16 MR. PYLES: All right. I will withdraw the question.  
17 I believe that's all I have.

18 TRIAL EXAMINER: Further cross, Mr. Hopkins?

19 MR. HOPKINS: Yes, sir, one moment, please.

20 REDIRECT EXAMINATION

21 Q (By Mr. Hopkins) Did you ever tell Mr. Brummett to  
22 withdraw from his negotiations with Mr. Worley?

23 A I could have at a certain time. I may have told him to  
24 get his nose out of my business.

25 Q But you just don't remember that?

1 Q Where did you expect him to be at that time?

2 MR. PYLES: I object to where he expected him to be, Your  
3 Honor.

4 Q (By Mr. Hopkins) Did he say where he would be when he  
5 first talked with you?

6 A No, sir, and I forgot to ask him. Like I said, I was  
7 kind of shocked that he came over and introduced himself.

8 Q Had you arranged a meeting with him, with your attorney,  
9 or was it--

10 What was your arrangement?

11 A I told him that I would have him call him.

12 Q And you knew who Mr. Worley was, is that correct?

13 A He introduced himself.

14 Q And you knew that he worked for Gulf Coast?

15 A He said that he did.

16 Q Now, these notes that your pickets took that have been  
17 introduced as General Counsel's Exhibits--

18 MR. PYLES: Your Honor, I object to this. This is not  
19 proper recross.

20 Q (By Mr. Hopkins) --9 through 14, did you read those--

21 TRIAL EXAMINER: Now, there's an objection.

22 Well, this is a discretionary matter. I will overrule  
23 the objection.

24 Answer the question.

25 THE WITNESS: Partially.

1 Q (By Mr. Hopkins) Partially?

2 A Yes.

3 Q Now, did Mr. Worley mention Wood Mechanical Contractors  
4 to you when he talked to you on the morning that the pickets  
5 were taken down?

6 A I believe he did.

7 Q And he also told you that he had been talking to Mr.  
8 Brummett, didn't he?

9 TRIAL EXAMINER: Again, this is confusing. Which time  
10 the picket came down?

11 MR. HOPKINS: First time.

12 TRIAL EXAMINER: This is the first time.

13 THE WITNESS: He told me that there was machinery set  
14 up to try to settle the dispute.

15 Q (By Mr. Hopkins) He told you that he had been talking  
16 to Mr. Brummett, is that correct?

17 A I believe so.

18 MR. PYLES: I am going to object to anything that this  
19 witness believes, Your Honor, and move that it be stricken.

20 TRIAL EXAMINER: I will strike the answer.

21 Mr. Erickson, I know that you don't mean anything by it,  
22 but it has delayed the hearing. Don't say I believe so.

23 Your belief is not a question here. Just your recollection.

24 Maybe the difference between beliefs and recollections is a

25 very slender one, but sometimes lawyers can be very picayune

1 about these things. I am not reflecting on anybody in the  
2 room. I am just talking about lawyers generally and, therefore  
3 please don't give us your beliefs. Give us your recollections.

4 Now, we have an unanswered question.

5 THE WITNESS: Will you restate it?

6 Q (By Mr. Hopkins) What is your recollection about--

7 A I don't recall that he did.

8 Q You don't remember if he mentioned Mr. Brummett's name?

9 A I'll say that he did.

10 Q I don't want you to say it. I want you to recall it if  
11 you can, or not recall it if you can't.

12 A I can't recall definitely, exactly what he said, no, sir.

13 Q You had some idea of how that was going to be worked out,  
14 the dispute, when you talked to Mr. Worley, is that right?

15 A No, sir. That's the reason I had the picket sign back  
16 up there the next morning.

17 Q Didn't Mr. Worley tell you some of the ways that it was  
18 going to be worked out?

19 A He mentioned that they were trying to work it out, and  
20 that it would be worked out shortly, but that it would take  
21 a little time.

22 Q Did he tell you how it would be worked out?

23 A I don't think he went into detail. I don't think we  
24 talked that long.

25 Q Did you know how it would be worked out?

1 A Not definitely, no.

2 Q Did you know Wood Mechanical brothers was involved in  
3 there at that time?

4 A (No response.)

5 Q In the settlement?

6 A They had been mentioned the day before.

7 Q By Mr. Drummett?

8 A Yes, sir.

9 Q Wood Mechanical Contractors taking over the labor portion  
10 of the contract?

11 A Yes, sir.

12 Q And this is the basis that you took the picket sign  
13 down?

14 A Yes, sir, and can I explain the answer?

15 Q Sure.

16 A I took it down that morning, which seems foolish at the  
17 present time to me, but I took it down that morning between  
18 two men speaking of good faith.

19 TRIAL EXAMINER: Do we have anywhere in the record the  
20 time of the morning that it was when it came down?

21 What time was it that you called the picket into your  
22 office?

23 MR. PYLES: Your Honor, I don't think he ever testified  
24 that he called the picket--

25 TRIAL EXAMINER: Oh, this was the second time when I am

1 talking about. I don't think he ever testified that he called  
2 a picket into his office. This was a telephone conversation  
3 between Mr. Worley and--

4 TRIAL EXAMINER: No, I mean the instructions to the  
5 picket.

6 What time did you give instructions to the picket, roughly

7 A Sir, I would say around 7:30.

8 TRIAL EXAMINER: Oh, early in the morning.

9 THE WITNESS: 7:30 to quarter of 8:00.

10 TRIAL EXAMINER: What time did you talk to Mr. Worley?

11 THE WITNESS: Between 7:00 and 7:30.

12 TRIAL EXAMINER: Oh, very early in the morning. All  
13 right.

14 Off the record.

15 (Discussion off the record.)

16 TRIAL EXAMINER: On the record.

17 MR. HOPKINS: That's all that I have.

18 TRIAL EXAMINER: Anything further, Mr. Darby?

19 MR. DARBY: I have just a couple of questions on this  
20 exhibit, if I may.

21 MR. PYLES: Your Honor, I'm going to object to any  
22 testimony on the exhibit in here, because this is not proper  
23 redirect, and this thing could go on for weeks and weeks. If  
24 you give these people long enough time to fish, they would  
25 always have a question.

1 TRIAL EXAMINER: When you first got word of it when you  
2 were in Vicksburg, this was when Mr. Brummett called at 11:00  
3 o'clock in the morning?

4 THE WITNESS: About 1:00.

5 TRIAL EXAMINER: 1:00.

6 They had already had the first meeting?

7 THE WITNESS: Yes, sir.

8 TRIAL EXAMINER: That was the first word that you had  
9 of anything?

10 THE WITNESS: Over a period of time, I had heard them  
11 make mention that they would like to get it settled, but not  
12 any specific times set up for it.

13 TRIAL EXAMINER: They didn't invite you to the first one?

14 THE WITNESS: No, sir.

15 TRIAL EXAMINER: All right.

16 Anything further?

17 MR. PYLES: No, sir.

18 MR. DARBY: No, sir.

19 MR. HOPKINS: I have a couple.

20 FURTHER REDIRECT EXAMINATION

21 Q (By Mr. Hopkins) You were told about midnight that night  
22 over the telephone what happened at that meeting by Mr. Brummett  
23 weren't you?

24 A I was told what happened at the second meeting, yes, sir.

25 Q You were told what happened at the second meeting at  
midnight?

1 A About 11:00, I would say.

2 Q All right.

3 Were you told anything that went on between the second  
4 meeting and any other time?

5 A No, sir, not that I know of.

6 Q All right.

7 Now, after you agreed to take the picket down on the  
8 22nd, when was the next time you had any conversation with  
9 anyone about that picket line?

10 A If the date is correct, and I don't know, on the 22nd--  
11 I can tell by the regular meeting book-- I announced that  
12 night at the regular meeting that the picket sign was down,  
13 and that it was my understanding that Wood Electric Company  
14 had the contract on it. Wood Mechanical.

15 Q I show you a copy of the minutes of the regular meeting,  
16 the page that you have marked--

17 A That's the date.

18 Q The page that you have marked with a check mark and a 1.  
19 Is that what you just referred to?

20 A Yes, sir.

21 MR. PYLES: May I ask what the date of that meeting was,  
22 please?

23 MR. HOPKINS: 3-22.

24 Q (By Mr. Hopkins) And this is the next time that you heard  
25 anything about the dispute down there, other than the time



1 Mr. Worley talked to you?

2 A That day?

3 Q Yes.

4 A Yes, sir.

5 Q Then would you read the minutes of that--

6 TRIAL EXAMINER: Is this part of the record?

7 MR. HOPKINS: Yes, sir.

8 Q (By Mr. Hopkins) Begin right here, if you will, unless  
9 you want to read the whole thing.

10 A "Business manager reports work has slackened considerably  
11 since last meeting. Can still put a few men on 40 hours.

12 Brother Erickson reported on the results of the picketing at  
13 Natchez Tracetown job. Wood Mechanical Electrical has been  
14 awarded the contract to do the labor on this job."

15 Q Now, that was recorded at your meeting on what date?

16 A 3-22-67.

17 Q All right.

18 Was that the day that the picket line was down all day?

19 The day that you reported that to your membership?

20 A I would say that it was, yes, sir.

21 MR. HOPKINS: That's all that I have.

22 FURTHER EXAMINATION

23 Q (By Trial Examiner) Well, did you ask the membership to  
24 vote on whether the picket sign should be taken down?

25 A No, sir.

1 TRIAL EXAMINER: All right.

2 You are released from the subpoena duces tecum, Mr.

3 Erickson, and I want the record to show that your own personal  
4 book has been given back to you and the minute books are now  
5 being tendered back, are they?

6 MR. HOPKINS: Not until I get the pages into evidence.  
7 That's all that I am looking for.

8 TRIAL EXAMINER: He is going to take it back to photostat  
9 it.

10 MR. HOPKINS: Yes, sir, and I will return them to Res-  
11 pondent's counsel.

12 TRIAL EXAMINER: And you have no desire to get the  
13 picket notes back?

14 MR. PYLES: No, sir.

15 MR. HOPKINS: May we have just a minute?

16 TRIAL EXAMINER: All right.

17 MR. HOPKINS: We call Bruce Worley.

18 Whereupon,

19 BRUCE WORLEY

20 was called as a witness by and on behalf of the General  
21 Counsel and, having been first duly sworn, was examined and  
22 testified as follows:

23 TRIAL EXAMINER: Please be seated. State your name and  
24 address.

25 THE WITNESS: My name is Bruce Worley. I live at 621

1 Cumberland Road East, Mobile, Alabama.

2 DIRECT EXAMINATION

3 Q (By Mr. Hopkins) What is your present occupation, Mr.  
4 Worley?

5 A I am an assistant vice president with Gulf Coast Building  
6 and Supply Company, Mobile, Alabama. I am in charge of the  
7 commercial construction.

8 Q All right.

9 Are you acquainted with the Tracetown Shopping Center  
10 in Natchez, Mississippi?

11 A I am.

12 Q And did you have any duties on that?

13 A I was responsible for the construction.

14 Q How long have you been with Gulf Coast Building and  
15 Supply?

16 A Since January, 1966.

17 Q Have you ever had any labor problems up until this  
18 Tracetown dispute?

19 MF. PYLES: I object to what problems he may have had  
20 prior to the Tracetown dispute as incompetent, irrelevant  
21 and immaterial.

22 TRIAL EXAMINER: Well, I will let him answer yes or no,  
23 but I certainly am not going to sit here and hear a recitation  
24 of other matters that have no relation here.

25 Can you answer that yes or no, Mr. Worley?

1 THE WITNESS: I would say no.

2 Q (By Mr. Hopkins) Now, did you have an occasion to in-  
3 vestigate a picket line on the Tracetown job?

4 A I did.

5 Q When did you learn about this picket line?

6 A February 28, 1967.

7 Q And did you have an occasion to visit the Tracetown at  
8 any time after that?

9 A I did.

10 Q When did you go over there?

11 A The afternoon of February 28, 1967.

12 Q How was it that you went to the job site on that particular  
13 day? How did you get to the job site?

14 A By airplane.

15 Q I mean from the airport down to the job site.

16 A I'm not sure how I got to the job site.

17 Q All right.

18 Now, on that occasion did you have a conversation with  
19 Mr. Erickson at any time?

20 A That evening, yes.

21 Q Where did this conversation take place?

22 A In the Albert Pick Motel restaurant in Natchez.

23 Q What time was it?

24 A Early evening.

25 Q Early evening.

1 Now, were you alone or were you with someone else?

2 A No, I was with two other gentlemen.

3 Q Who were you with?

4 A Edwin St. John and Phillip Butts.

5 Q Who is Edwin St. John?

6 A he was the project manager at Tracetown.

7 Q All right.

8 Who is Mr. Butts?

9 A A masonry contractor.

10 Q Now, was Mr. Erickson alone, or was he with someone?

11 A No, Mr. Erickson was with a lady.

12 Q With a lady.

13 Now, how is it that you happened to talk to Mr. Erickson?

14 A A couple walked by the table at which I was seated, and  
15 I was told that this was the business agent for Local 480,  
16 Mr. John Erickson.

17 Q All right.

18 Now, what did you do then, if anything?

19 A Well, after a brief period of time, I approached Mr.  
20 Erickson's table--

21 MR. PYLES: Now, Your Honor, at this time I'm going to  
22 make an objection to Mr. Worley testifying, because the rule  
23 was invoked,, and he has remained in the room all of this  
24 time, and particularly do I want to object to him being present  
25 in the room when Mr. Erickson was put on the stand as an

1 adverse witness, and he still remained in the room. So on  
2 that basis, I would like to object to any further testimony  
3 of this witness and move that the testimony that he has  
4 given up to this time, be stricken.

5 TRIAL EXAMINER: The objection is overruled. The motion  
6 to strike is denied.

7 Q (By Mr. Hopkins) Did you have a conversation with Mr.  
8 Erickson on this occasion?

9 A Yes, I did.

10 Q Now, would you please relate what you said and what Mr.  
11 Erickson said during this conversation?

12 A Well, I approached the table. I asked him if he were  
13 Mr. John Erickson, the business manager of Local 480, and he  
14 replied that he was. I gave him my business card, introduced  
15 myself, told him that I had been informed--

16 Q All right.

17 Now, you say that you introduced yourself. Would you  
18 please tell us what you said to him?

19 A I am Bruce Worley with the General Contractors, Gulf  
20 Coast Building and Supply Company.

21 Q All right.

22 Go right ahead.

23 A I told him that I had been informed that he had a picket  
24 on our job, and I was curious why, that my project manager was  
25 not able to inform me as to why the picket was up there. And

1 that he, Mr. Erickson, had said "read the sign," and would  
2 not communicate with him.

3 Mr. Erickson said that he didn't want to talk to me,  
4 either. His lawyer would talk to me, and that his lawyer  
5 would get in touch with me.

6 At that time I said that I was leaving Natchez, going to  
7 Mobile that evening, and that I would be back in Natchez on  
8 Thursday. And I excused myself and left.

9 Q All right.

10 A I returned to my table.

11 Q All right.

12 After that did you have occasion to say anything else,  
13 or he to you?

14 A Yes, sir. Mr. Erickson then came to the table which I  
15 was sitting, and he had my business card. He asked me what  
16 my connection was--actually what my business was, because my  
17 card had my name and the Mitchell Corporation. I told him  
18 that I was the assistant vice president in charge of commercial  
19 construction for Gulf Coast Building and Supply Company.

20 And he said that he would have his lawyer get in touch  
21 with me.

22 Q Were you later advised by anyone that you had been called  
23 by an attorney in Jackson, Mississippi?

24 MR. PYLES: Now, Your Honor, I'm going to object if  
25 anyone advised him. That's purely hearsay.

1 TRIAL EXAMINER: What about that?

2 MR. HOPKINS: I will withdraw it. Now, we are talking  
3 about delays in this trial and this is exactly what is causing  
4 the delays.

5 TRIAL EXAMINER: Well, go ahead.

6 Q (By Mr. Hopkins) I will show you a document that is  
7 marked General Counsel's Exhibit No. 6 and ask if you have  
8 ever seen that before?

9 A Yes.

10 Q All right.

11 Now, where did you first see that?

12 A In my office in Mobile.

13 Q How did you receive that slip?

14 A Placed on my desk.

15 Q And when did you receive it?

16 A On a Wednesday, March the 1st.

17 Q All right.

18 TRIAL EXAMINER: That was what, the next day after the  
19 meeting at the motel?

20 THE WITNESS: Yes, sir.

21 Q (By Mr. Hopkins) Now, will you tell us if you returned  
22 the call as indicated on General Counsel's Exhibit No. 6?

23 A Yes.

24 Q And when did you do that?

25 A Friday.



1 Q Friday?

2 A March 3rd, I believe it was.

3 Q All right.

4 Q Now, where did you call from?

5 A Mobile.

6 Q And was anyone with you at the time?

7 A Abraham Mitchell.

8 Q And who is he?

9 A My supervisor and president of Gulf Coast Building and  
10 Supply Company.

11 Q All right.

12 Q Would you please tell us what you did, if anything?

13 A Using a switchboard, I contacted the long distance  
14 operator, and using the information that was on the leave  
15 word, I placed a call to Mr. Dixon Pyles.

16 Q Where was Mr. Mitchell at the time?

17 A He was on the extension using my telephone.

18 Q Now,--

19 TRIAL EXAMINER: Is there going to be any dispute that  
20 there was a conversation between you, Mr. Pyles, and the  
21 witness and Mr. Mitchell on March 3rd?

22 MR. PYLES: No, sir, there's no dispute about that.

23 TRIAL EXAMINER:: All right.

24 We don't have to waste time identifying voices or anything.

25 MR. PYLES: No, sir, you don't have to do that, because

1 Mr. Mitchell, if you will recall, said that it was not March  
2 the 1st.

3 TRIAL EXAMINER: I just wanted to know about identifi-  
4 cation of the voices.

5 MR. PYLES: Yes, sir.

6 TRIAL EXAMINER: You don't deny that it was your voice?

7 MR. PYLES: No, sir. We had a conversation. I deny  
8 what Mr. Mitchell testified--

9 TRIAL EXAMINER: Contents is another matter.

10 MR. PYLES: Yes, sir.

11 Q (By Mr. Hopkins) What was said during this conversation?

12 A Well, I introduced myself to Mr. Pyles. I told him that  
13 I was returning his call, and that Mr. Abe Mitchell, the  
14 president of Gulf Coast Building and Supply Company, was  
15 on the extension, and that Mr. Mitchell would talk to him  
16 and I would remain on the telephone.

17 Q Go right ahead.

18 A Mr. Mitchell asked Mr. Pyles what he could do for Mr.  
19 Pyles. Mr. Pyles said, "No, Mr. Mitchell, it's what I can  
20 do for you."

21 And I interrupted and I said, "That's not altogether  
22 the case. We want to get to the root of this labor dispute."

23 Mr. Mitchell said, "Mr. Pyles, why is this picket line  
24 established?"

25 Mr. Pyles said, "Mr. Mitchell, you are undermining the

1 area wages, working conditions."

2 Mr. Mitchell said, "Well, what do you mean undermining  
3 the area wages?"

4 Mr. Pyles said, "You are employing, you have an electrician  
5 who is making less than the prevailing wage scale."

6 Mr. Mitchell said, "What is the prevailing wage scale?"

7 And Mr. Pyles said, "There are a lot of rates, a lot of  
8 job classifications. I don't have that information right at  
9 my fingertips."

10 Mr. Mitchell said, "Well, what does a journeyman make?"

11 Mr. Pyles said, "\$4.15 an hour."

12 Mr. Mitchell asked Mr. Pyles then, "What are the sub-  
13 standard working conditions?"

14 Mr. Pyles said, "This is common terminology and common  
15 situs picketing and I am sure that that sign has been lettered  
16 according to my instructions."

17 Then Mr. Mitchell said, "I don't understand what common  
18 situs picketing is."

19 And at that time Mr. Pyles said, "Mr. Mitchell, either  
20 you are mighty naive, or unfamiliar with the terminology used  
21 in the construction field."

22 Mr. Pyles asked Mr. Mitchell how long he had been in the  
23 commercial construction. And Mr. Mitchell replied approximately  
24 two years. Mr. Mitchell asked Mr. Pyles what we could do to  
25 have the picket line removed.

1 Mr. Pyles replied, "By paying the prevailing wages and  
2 maintaining the area working conditions." Mr. Pyles asked  
3 Mr. Mitchell if he had a lawyer, because apparently he was  
4 unlearned in the law and was not familiar with the terminology  
5 and, therefore, would not be in a position to settle or  
6 negotiate this dispute and suggested that Mr. Mitchell's  
7 lawyer meet with Mr. Pyles at some convenient time to settle  
8 this dispute.

9 Q Now, after you had gone to the job site on the 28th of  
10 February, when was the next time that you went to the job  
11 site?

12 A The Thursday following when the picket line was established  
13 which I believe was the second of March.

14 Q All right.

15 And how did you get onto the job site on this occasion?

16 A The consulting engineer employed by Gulf Coast Building  
17 and Supply Company, James Garrett.

18 Q All right.

19 A He drove us.

20 Q Were you with someone else at that time?

21 A Yes, I had Charles Van, who was the subordinate project  
22 coordinator on this job, and Mr. Mitchell and I were with  
23 Mr. Garrett.

24 Q All right.

25 Who was driving the automobile?

1           Was it an automobile?

2       A     Yes, it was an automobile.

3       Q     All right.

4           Who was driving?

5       A     Mr. Garrett was driving.

6       Q     All right.

7           Will you please tell us what, if anything, happened as  
8 you went onto the job site?

9       A     Well, we approached the job site, and as we approached  
10 the entrance to the job site it was necessary for us to stop  
11 suddenly to avoid the picket who was walking across the  
12 entrance.

13       Q     What do you mean someone who appeared to be a picket?

14       A     A man carrying a placard.

15       Q     All right.

16           Go ahead.

17       A     Well, it was necessary, again, as I said, to stop short  
18 to avoid hitting this man. We waited until he cleared our  
19 path, and we entered. When we stopped suddenly, we had  
20 material that was stored on the trays behind the rear seat  
21 come forward and hit the people in the back seat. We picked  
22 it up and put it back.

23       Q     What did the picket do, if anything?

24       A     Well, he slowly walked out of our way.

25       Q     Now, in relation the public right-of-way, would you tell

1 us where he was walking at the time?

2 A Actually, he was not walking on the public right-of-way,  
3 but at that time we were in the process of construction, and  
4 I would say that it would be very difficult to determine  
5 where the public right-of-way was and where it was not.

6 Q How wide of an area was it there?

7 A Well, the width of the entrance was approximately 15  
8 feet, 20 feet.

9 Q Was there an area farther from that that was wider and  
10 gave more room?

11 A There was a shoulder on the road.

12 MR. PYLES: I am going to object to this. He is leading  
13 the witness, suggesting an answer to him.

14 TRIAL EXAMINER: It is close, Mr. Pyles. I will overrule  
15 it.

16 THE WITNESS: This highway is bordered--it was bordered  
17 by a shoulder, which at that time was probably 30 feet wide.

18 Q (By Mr. Hopkins) 30 feet wide from what?

19 A From the edge of the road, parallel to the road. It also  
20 enveloped part of the ditch, the drainage ditch there, which  
21 was shallow.

22 Q How far was it from the edge of the pavement to the  
23 entrance to your job site where you saw the picket?

24 A 30 or 40 feet, perhaps.

25 Q Describe the entrance for us, if you will.

1 A The entrance at that time consisted of very rudimentary  
2 culvert with clay gravel placed on top of it, compacted by  
3 vehicles. It was approximately 15 or 20 feet wide. It began  
4 at the end of the paving of the highway and it entered the  
5 construction site proper. It was nothing more than a rough  
6 entrance or bridge over an existing shallow ditch.

7 Q Where was the picket at the time you saw him?

8 A He was walking across the narrow part of this bridge to  
9 the construction site.

10 Q How far was the bridge from the edge of the pavement?

11 A I would say 20 or 30 feet.

12 Q Now, did there come a time when you established another  
13 entrance to the job site?

14 A Yes.

15 Q Who established that other entrance, if you know?

16 A I did.

17 Q All right.

18 Now, will you please tell us when the second entrance  
19 was established?

20 A It went into effect very early the morning of March the  
21 15th, if that is a Wednesday--

22 I have a calendar. May I consult my calendar?

23 MR. HOPKINS: Is it all right if he consults his calendar?

24 TRIAL EXAMINER: Certainly.

25 Counsel can look at the calendar too, if he wants to.

1 MR. PYLES: All right.

2 THE WITNESS: That's right, March 15th.

3 Q (By Mr. Hopkins) Did you have an occasion to go to the  
4 Tracetown and spend some time there, or were you there just  
5 for a short time, or what?

6 A I spent a great deal of time there, yes.

7 Q Now, when was it that you scheduled pouring concrete?

8 A Our concrete placements were intermittent. We had  
9 scheduled nearly continuous concrete placements at this  
10 stage of the construction.

11 Q All right.

12 Did there come a time when you experienced difficulty  
13 containing concrete?

14 A Yes.

15 Q When was the first difficulty that you noted?

16 MR. PYLES: Your Honor, I'm going to object to this, if  
17 he had any difficulty in obtaining concrete in here. That's  
18 not--I don't think this is at issue. The issue is when these  
19 people did anything illegal in violation of the act.

20 TRIAL EXAMINER: Well, I will let him develop it. I  
21 don't know what is coming.

22 Overruled.

23 Answer the question.

24 THE WITNESS: The 20th of March, Monday.

25 Q (By Mr. Hopkins) Now, were you at the job site that



1 day yourself?

2 A Yes, I arrived at the job site on the morning of Monday,  
3 the 20th, approximately 8:30 a.m.

4 Q All right.

5 What did you observe about the pickets that day?

6 A The picket was present.

7 Q All right.

8 Now, was this on one of the entrances, or more than one  
9 of the entrances?

10 A No, the picket at that time was located on the south  
11 gate that had been established.

12 Q What did you do then, if anything, about the concrete?

13 A I ascertained that the concrete was scheduled. In fact,  
14 we were ready to place the concrete. I left the job site  
15 at about 9:30 that morning and I left Natchez.

16 Q All right.

17 When did you return, if you did?

18 A I returned to Natchez approximately 12:30 or 1:00 o'clock  
19 the afternoon of that same day.

20 Q All right.

21 And what occurred on that occasion?

22 A I noticed that there were no trucks, concrete mixers on  
23 the job site. I also noticed that no concrete had been placed.  
24 I contacted the job foreman and asked him why.

25 MR. PYLES: Now, Your Honor, I'm going to object to any

1 conversation that he may have had with the job foreman on  
2 the basis of the predicate laid so far.

3 MR. HOPKINS: It is not offered to show the truth or  
4 the veracity of what he was told by his superintendent. It  
5 is merely to show what he was told in the course of the  
6 conduct of his business.

7 MR. PYLES: No, sir, I'm going to object to any conver-  
8 sation, Your Honor.

9 MR. HOPKINS: I think I am entitled to show exactly--  
10 and this leads up to what he did, a particular thing, and  
11 why a series of things that transpired, and not for any  
12 other purpose.

13 MR. PYLES: Your Honor, he can't introduce any hearsay  
14 evidence for any purpose that I know of.

15 MR. DARBY: It is not offered for the proof of the matter  
16 asserted.

17 MR. PYLES: Well, it is a self-serving declaration.

18 TRIAL EXAMINER: I can't see the context of what he has  
19 testified to so far, the necessity for it. You are going to  
20 show that he took later action as a result of it, show the  
21 later action.

22 MR. HOPKINS: All right.

23 And I want to show the sequence of events that led up  
24 to it, also.

25 TRIAL EXAMINER: You have already got a report. I am not

1 interested in what the report was.

2 I will sustain the objection.

3 Q (By Mr. Hopkins) All right.

4 What did you do then, if anything?

5 A Did I answer that question?

6 TRIAL EXAMINER: You may not answer it, unless you want  
7 to make an offer of proof.

8 MR. HOPKINS: I may want to on some of this, but let's  
9 go ahead right now.

10 Q (By Mr. Hopkins) Proceed.

11 A I then called Louis Willard, who is the principal of  
12 the Natchez Sand and Gravel Company, one of the suppliers of  
13 concrete.

14 Q All right.

15 A I asked him--

16 MR. PYLES: Your Honor, again I'm going to object to  
17 any conversation that he may have had with Mr. Willard, unless  
18 it is first shown that somebody, an officer of Local 480, was  
19 present the time the conversation took place.

20 MR. HOPKINS: I don't make that contention at all. It  
21 is not offered to show the truth or the veracity of what Mr.  
22 Willard said, but to show subsequent conduct at meetings by  
23 Mr. Worley.

24 TRIAL EXAMINER: The name is Willard, is it? I don't  
25 understand the materiality of what Mr. Worley said to a

1 supplier, Mr. Willard, and what the supplier said to him. I  
2 wish you would explain it.

3 MR. HOPKINS: I withdraw it, then. As far as I am con-  
4 cerned, it is important to show how the people got to a meeting  
5 but now,--and that's the only reason that it was made.

6 TRIAL EXAMINER: Well, now, I would assume, without  
7 knowing what you have there, that the important thing is  
8 who was at the meeting and what--

9 MR. HOPKINS: That's why I'm asking that a finding be  
10 made on the basis of the meeting and not the--

11 TRIAL EXAMINER: Well, I will sustain the objection,  
12 to the contents of any conversation between Mr. Willard and  
13 the witness on the ground that I cannot see its materiality.

14 Do you care to make an offer of proof?

15 Q (By Mr. Hopkins) Did you attend a meeting with Mr.  
16 Spillman at any time?

17 A Yes, I did.

18 Q All right.

19 Now, when did you attend that meeting?

20 A I attended several meeting with Mr. Spillman.

21 Q All right.

22 When was the first one?

23 A The first meeting was the afternoon of March 20th,  
24 Monday.

25 Q Monday?

1 A That's right.

2 Q Was anyone else there at that meeting?

3 A Mr. Spillman, Mr. Louis Willard and me.

4 Q Now, when was the next conversation that you had with  
5 Mr. Spillman?

6 A Later in the evening of March 20th.

7 Q Did anyone else attend the meeting, the first meeting  
8 that you had with Mr. Spillman?

9 A No.

10 Q No one else was there?

11 A No.

12 Q Did anyone else attend the second meeting?

13 A Yes.

14 Q All right.

15 Did you attend the meeting with Mr. Brummett?

16 A Yes, sir, I did.

17 Q And when was the first time that you attended a meeting  
18 with him?

19 A It was 7:30 in the morning, Tuesday, March 21st. I  
20 attended a meeting with Mr. Ralph Brummett, Mr. Spillman,  
21 Mr. Charles Van, Mr. Louis Willard.

22 Q All right.

23 Now, where was this meeting held?

24 A It was in Mr. Spillman's office at his labor hall.

25 Q All right.

1 A That's right.

2 Q Was anyone else there at that meeting?

3 A Mr. Spillman, Mr. Louis Willard and me.

4 Q Now, when was the next conversation that you had with  
5 Mr. Spillman?

6 A Later in the evening of March 20th.

7 Q Did anyone else attend the meeting, the first meeting  
8 that you had with Mr. Spillman?

9 A No.

10 Q No one else was there?

11 A No.

12 Q Did anyone else attend the second meeting?

13 A Yes.

14 Q All right.

15 Did you attend the meeting with Mr. Brummett?

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17 Q And when was the first time that you attended a meeting  
18 with him?

19 A It was 7:30 in the morning, Tuesday, March 21st. I  
20 attended a meeting with Mr. Ralph Brummett, Mr. Spillman,  
21 Mr. Charles Van, Mr. Louis Willard.

22 Q All right.

23 Now, where was this meeting held?

24 A It was in Mr. Spillman's office at his labor hall.

25 Q All right.

1 Will you please tell us what was said at that meeting?

2 MR. PYLES: Now, Your Honor, I am going to object to  
3 any conversations had at this meeting on the grounds that  
4 there has been no proof of any agency between any person  
5 present at that meeting in Local 480, and that this would  
6 be merely self-serving declaration on the part of the witness,  
7 or any persons that were there.

8 TRIAL EXAMINER: Are you going to tie this in with  
9 ratification?

10 MR. HOPKINS: Yes, sir.

11 MR. PYLES: Your Honor, I--

12 TRIAL EXAMINER: Well, here's a meeting with a purported  
13 agent. At least General Counsel says that he is an agent.  
14 And General Counsel says that he is going to show later that  
15 what the purported agent in this meeting did was later  
16 ratified.

17 Now, I--

18 MR. HOPKINS: Well, I think we have already shown rati-  
19 fication, as a matter of fact. We have most probably shown  
20 what was ratified in the union minutes.

21 MR. PYLES: Now, Your Honor, Section 213 of the Act in  
22 there says that ratification shall not be controlling, but--

23 TRIAL EXAMINER: That's right. It says that.

24 MR. PYLES: And I would call Your Honor's attention to  
25 Mr. Erickson's testimony, that he took the picket down, if

1 that is called ratification, at the request of Mr. Worley, on  
2 Mr. Worley's assurance that it would be worked out in good  
3 faith.

4 TRIAL EXAMINER: That's what he said.

5 MR. PYLES: All right, sir.

6 There is no other testimony in this record showing any-  
7 thing, or any ratification on the part of anyone else, and  
8 the actions of anyone else in this record at this time. Mr.  
9 Worley is certainly not an agent--

10 TRIAL EXAMINER: I am not so sure. There is a statement  
11 on the next day, on the 22nd by Mr. Erickson--

12 MR. PYLES: No, sir, that is not Mr. Erickson's statement,  
13 Your Honor. That's a statement contained in those minutes,  
14 which Mr. Erickson did not himself make.

15 TRIAL EXAMINER: Didn't he testify that he made that?

16 MR. PYLES: No, sir.

17 MR. DARBY: Well, he testified that he probably told them  
18 that he took the picket line down and reported to them what  
19 happened.

20 TRIAL EXAMINER: Would anybody mind if I moved this wit-  
21 ness off of the stand for a minute and asked Mr. Erickson to  
22 testify on this matter?

23 MR. PYLES: As to whether or not he wrote the minutes?

24 TRIAL EXAMINER: No, whether or not he made such a state-  
25 ment to the membership. I thought he stated that he did. If



1 I am mistaken, all right.

2 Would you mind stepping down?

3 MR. PYLES: I will concede that he testified that he  
4 told--

5 TRIAL EXAMINER: Mr. Erickson, will you take the stand  
6 again, please?

7 (Witness excused.)

8 Whereupon,

9 JOHN ERICKSON

10 was recalled as a witness by and on behalf of the Trial  
11 Examiner and, having been previously sworn, was examined and  
12 testified further as follows:

13 EXAMINATION

14 TRIAL EXAMINER: I will remind you that you are still  
15 under oath, Mr. Erickson.

16 Q (By Trial Examiner) Mr. Erickson, I direct your attention  
17 to a meeting of the membership of the International Brotherhood  
18 Local No. 480, held on March 22, 1967. Were you present?

19 A Yes, sir.

20 Q Did you make a report to the membership?

21 A Yes, sir.

22 Q Did part of that report deal with the subject matter of  
23 this proceeding, namely the Tracetown picketing?

24 A Part of it, yes, sir.

25 Q All right.

1       Would you tell me what you reported to the membership  
2 with regard to the Tracetown picketing?

3       A     To the best of my knowledge I will, sir. I reported to  
4 them what had happened, the phone conversation with Mr. Worley  
5 and myself, and that the machinery was being worked out by  
6 Gulf Coast Electric, and Gulf Coast Supply and with Mechanical  
7 to include the prevailing wage scale and the sub-standard  
8 wages--the sub-standard working conditions, and that I saw  
9 fit that morning to remove the picket sign.

10       Q     Is that all?

11       A     That's all I remember, as far as this particular thing  
12 is concerned.

13       Q     All right.

14       Listen carefully while I read this.

15       "Brother Erickson reported on results of picket on Natchez  
16 Tracetown job. Wood Mechanical and Electrical has been awarded  
17 the electrical labor on this job."

18       Is that in substance what you told?

19       A     That is a false statement, sir.

20       Q     What is false about it?

21       A     They never was awarded any electrical contract. That's  
22 an assumption of the recording secretary.

23       Q     Well, what did you say about Wood Mechanical and Electrical?

24       A     I said they were working with Wood and Gulf Electrical  
25 Company to work out an agreement at that time.

1 (By Mr. Pyles) Well, when the minutes were read on  
2 April 20th. I believe that's when counsel read that, saying  
3 they had been approved, were you listening to that? Did you  
4 realize that this was in the minutes?

5 MR. HOPKINS: I object to the leading question.

6 MR. PYLES: Well, I have got him on cross examination.

7 TRIAL EXAMINER: Overruled.

8 Answer the question.

9 THE WITNESS: Yes, sir, and could I explain the answer?

10 (By Mr. Pyles) Yes. Go ahead.

11 A As far as-- I work for the local union and I get paid  
12 a salary from them. I don't vote or take any part of any of  
13 the votes, or any of the membership meetings except to report  
14 to them. I don't raise my hand when they vote for membership,  
15 or any kind of a vote. I don't request-- I don't have nothing  
16 to do with the Executive Board minutes or with the regular  
17 Board's minutes. I don't have anything to do with the officers,  
18 except that I work for them and take what orders that come  
19 from the Executive Board or the president there.

20 MR. PYLES: I have no further questions.

21 MR. DARBY: I'm going to have to ask a few more on the  
22 basis of what counsel asked, but I don't know what order you  
23 want us to go in.

24 TRIAL EXAMINER: Mr. Hopkins?

25 FURTHER REDIRECT EXAMINATION

1 Q (By Mr. Hopkins) Are you telling us that if an error  
2 appears in the minutes of a meeting that you attend, that  
3 you don't make any effort to make a correction?

4 A I may bring it to the attention of the president, if I  
5 caught it. I may not even be in there when they are read,  
6 sir. I don't necessarily--I am there all of the time, but  
7 I may be out--

8 Q So you may not have been there, is that what you are  
9 testifying to?

10 A I don't know whether I was there when they were read or  
11 not. I don't have any idea. I had 600 electricians in the  
12 area at the time this came off.

13 Q Didn't Brummett on the evening before you read this to  
14 your union meeting tell you that Wood Mechanical Contractors  
15 was going to take over the labor portion of the contract?

16 A No, he did not. He said they were working on that thing,  
17 and Gulf Electric Company was going to be here at a meeting  
18 that day--the next day.

19 Q And about six hours later you talked with Mr. Worley?

20 A The next morning I talked with Mr. Worley, and he con-  
21 firmed what Mr. Brummett had told me.

22 MR. HOPKINS: All right.

23 That's all.

24 TRIAL EXAMINER: Anything else?

25 (No response.)

1 TRIAL EXAMINER: Thank you, Mr. Erickson. You may be  
2 excused.

3 (Witness excused.)

4 TRIAL EXAMINER: Mr. Worley, will you take the stand  
5 again?  
6 Whereupon,

7 BRUCE WORLEY

8 was recalled as a witness by and on behalf of the General  
9 Counsel and, having been previously sworn, was examined and  
10 testified further as follows:

11 TRIAL EXAMINER: I will rule that I think there is suf-  
12 ficient in the record on which it is possible that I may,  
13 after studying and briefing, I may decide to indicate ratifi-  
14 cation. I, therefore, will allow the witness to be questioned  
15 as to what went on in that meeting attended by Mr. Brummett,  
16 Mr. Spillman, Mr. Willard, Mr. Van and yourself.

17 Now, you may question him, counsel.

18 MR. HOPKINS: All right.

19 DIRECT EXAMINATION (Continued)

20 Q (By Mr. Hopkins) Would you please tell us, first of all,  
21 when was it that Mr. Spillman and Mr. Brummett and the other  
22 gentlemen that you mentioned were together?

23 TRIAL EXAMINER: He has got it, Tuesday, March 21st.

24 MR. HOPKINS: All right.

25 Q (By Mr. Hopkins) Tuesday, March 21?

P R O C E E D I N G S

1 TRIAL EXAMINER ASHER: The hearing will come to order.

2 Proceed with your examination of the witness.

3 MR. HOPKINS: All right, sir.

4 Whereupon,

5 BRUCE WORLEY

6 was recalled as a witness by and on behalf of the General  
7 Counsel and, having been previously sworn, was examined and  
8 testified further as follows:  
9

10 DIRECT EXAMINATION (Continued)

11 Q (By Mr. Hopkins) After you discussed the situation with  
12 Wood, and after you had arranged for a conference call, would  
13 you please tell us what you did then?

14 A I called Mr. Mitchell, Mr. Fleming, Mr. J. B. Fleming,  
15 Mr. James Wood, Mr. Joe Wood on a conference call.

16 Q All right.

17 Now, would you tell us what you did after that conference  
18 call, if anything?

19 A Yes, I called Mr. Ralph Brummett.

20 Q All right.

21 Now, what time did you call Mr. Brummett?

22 A Approximately 11:00 p.m.

23 Q All right.

24 Was there anyone else that you know of who could have  
25 heard of this conversation on the telephone, other than you

1 and Mr. Brummett?

2 A No.

3 Q Where did you call him from?

4 A My motel room at the Albert Pick in Natchez.

5 TRIAL EXAMINER: Is there going to be any question again  
6 as to the identity of the person on the other end?

7 MR. PYLES: Your Honor, of course, we have a standing  
8 objection to all of this testimony, at least I think we have.

9 TRIAL EXAMINER: To this?

10 MR. PYLES: Yes.

11 TRIAL EXAMINER: Oh, yes, on the basis of no showing of  
12 agency. Yes, you do, but other than that, I mean, is there  
13 going to be a question of identity of the person on the other  
14 end of the line?

15 MR. PYLES: I don't know.

16 TRIAL EXAMINER: Well, you had better establish it, how  
17 the call was placed.

18 MR. HOPKINS: All right.

19 Q (By Mr. Hopkins) Who did you place this call to?

20 A To Jackson, Mississippi, to the residence of Mr. Ralph  
21 Brummett.

22 Q Had you spoken with the person that answered the phone,  
23 or who ultimately got on the phone before this occasion?

24 A Yes, earlier that evening. I had returned his call.

25 Q Previous to that, at any time had you had any meetings

1 with this fellow?

2 A Yes, I had two meetings earlier that day.

3 Q Are you able to tell us whether or not the gentleman  
4 on the phone this evening, about 11:00 o'clock was the same  
5 as someone you had spoken with before?

6 A To the best of my knowledge it was.

7 Q All right.

8 Who was that, as far as your knowledge?

9 A Mr. Ralph Brummett.

10 Q How are you able to tell us that?

11 A Based on prior conversations with him, and based on the  
12 fact that I used the telephone number that was listed as his  
13 telephone number and he answered the telephone.

14 Q All right.

15 TRIAL EXAMINER: How about the voice?

16 THE WITNESS: I recognized the voice as being that of the  
17 man who I had talked to earlier in the day.

18 Q (By Mr. Hopkins) Would you tell us what was said during  
19 the conversation, please?

20 A I told Mr. Brummett that I had just completed a conference  
21 call with Mr. Wood, Mr. Fleming, Mr. Mitchell, and that we had  
22 arranged for a meeting between the electrical contractor and  
23 Wood Mechanical in Jackson the next day, Wednesday, as early  
24 as possible, and that it appeared that an agreement had been  
25 reached, at least we had agreed to meet to work out the



1 mechanisms or the machinery of establishing a complex payroll  
2 authority by Wood Mechanical. And that I was extremely  
3 anxious, as I had been earlier that day and the day before,  
4 to have the picket line taken down, and to see if we couldn't  
5 get that picket line down.

6 Q Go right ahead. Tell us anything else that you recall  
7 being said by you or Mr. Brummett.

8 A To the best of my recollection, Mr. Brummett told me to  
9 call Mr. Erickson.

10 Q All right.

11 Now, earlier in your testimony you mentioned someone  
12 named Fleming. Would you please identify him for us?

13 A J. B. Fleming is the vice president of the electrical  
14 contractor, that's Gulf Electric Construction Company.

15 Q All right.

16 What did you do after you spoke with Mr. Fleming, if  
17 anything?

18 A I called Mr. Erickson.

19 Q When did you do that?

20 A Immediately after talking with Mr. Brummett.

21 Q What time of night was this?

22 A Approximately 11:15, 11:30 p.m.

23 Q All right.

24 Now, how did you go about placing this call, and how  
25 are you able to tell us that it was Mr. Erickson that you  
spoke with?

1 MR. PYLES: Now, there is a question here on this, Your  
2 Honor, as to whether this call went through.

3 TRIAL EXAMINER: All right.

4 THE WITNESS: I had Mr. Erickson's number, or I obtained  
5 Mr. Erickson's number at his home in Jackson, Mississippi.  
6 Using the Albert Pick switchboard and the long distance oper-  
7 ator, I placed a call for Mr. John Erickson.

8 Q (By Mr. Hopkins) Now, have you heard Mr. Erickson talk  
9 at any time after you talked with him, and before?

10 A After or before?

11 Q Either one.

12 A Yes, I had talked to him before at the Albert Pick.

13 Q All right.

14 Now, are you able to tell us--

15 TRIAL EXAMINER: That's the incident about which you  
16 testified yesterday?

17 THE WITNESS: Yes, sir.

18 TRIAL EXAMINER: When he was eating dinner with a lady?

19 THE WITNESS: Yes, sir.

20 Q (By Mr. Hopkins) How are you able to tell us, then,  
21 that the gentleman you talked with on this occasion was Mr.  
22 Erickson?

23 A To the best of my knowledge, the voices were the same,  
24 one and the same, the same as the man that I had talked to  
25 at the Albert Pick Motel.

1 Q All right.

2 Please tell us what was said, then, in your conversation  
3 with Mr. Erickson.

4 A I related to Mr. Erickson what had taken place during  
5 that day, briefly, that the conclusion was that we had a  
6 meeting set up for the following day between the principals  
7 of Gulf Electrical Construction Company and Wood Mechanical.  
8 That they had agreed to meet to discuss the mechanics of  
9 placing the electrical laborers on Wood's payroll, and that  
10 I felt that an agreement had been reached. I was very anxious  
11 to get the picket line down, and apparently this would satisfy  
12 the requirements that had been set forth.

13 And would it be possible to get that picket line down  
14 Wednesday.

15 Q Was there any response to that?

16 A To the best of my recollection, he said that he didn't  
17 see why we couldn't in good faith.

18 Q All right.

19 Now, did you go to the job site the next day?

20 A Yes.

21 Q And what day was this, again?

22 A This was Wednesday, March 22nd.

23 Q What time of day did you go to the job site?

24 A Approximately quarter to 7:00 in the morning.

25 Q What did you observe, if anything, when you got there?

1 A I observed the automobile parked at the entrance to the  
2 job site, the south entrance to the job site and a picket.

3 Q All right.

4 What kind of a picket did you see?

5 A I saw a man with a placard that I had seen before.

6 Q All right.

7 Did you have a conversation with this picket?

8 A Yes, I did.

9 Q What was said during your conversation with the picket?

10 A I asked him--or I told him to get back in his car, that  
11 there wouldn't be any picket line today.

12 I asked him if he had talked to Mr. Erickson, his business  
13 agent, and he replied that he had not. And I told him that  
14 an agreement had been reached. The dispute was, apparently,  
15 in the process of being solved, and there wasn't going to be  
16 any picket that day. I asked him to call Mr. Erickson. He  
17 told me that he did not know how to get in touch with Mr.  
18 Erickson; however, there would be another picket coming to  
19 the job just momentarily, and that he knew how to get in  
20 touch with Mr. Erickson, and as soon as he came he would have  
21 him call Mr. Erickson.

22 Q All right.

23 What did the picket do then, if anything?

24 A To the best of my recollection, he got back in his car,  
25 or stood out in front of his car.

1 Q Then, what happened after that?

2 A I moved back from the entrance and observed what took  
3 place. The second man did arrive. A conference--I noticed  
4 the two men talking.

5 Q Were you in a position where you could hear?

6 A No, sir.

7 Q All right.

8 Tell us what you observed.

9 A The second man went to a service station close by. He  
10 came back a few minutes later and the picket line was estab-  
11 lished. The man put his placard on and he held it, or what-  
12 ever he did, and began picketing.

13 Q What did you do then, if anything?

14 A I headed back to the gate and asked him why he was picketing.  
15 And he informed me that--told me--

16 Q Now, was this the same man that you had spoken with  
17 earlier, or was it a different man on the picket line?

18 A To the best of my recollection, it was the same man.

19 Q All right.

20 A He informed me that Mr. Erickson said that no agreement  
21 had been reached, and that the picket line would not come  
22 down until an agreement had been reached.

23 Q Did you do anything then?

24 A Yes, I went back to my office on the job site and placed  
25 a telephone call to Mr. John Erickson in Jackson.

1 Q All right.

2 A I told Mr. Erickson that the picket line was up and I  
3 didn't understand why, that I thought that the picket line  
4 would be down that day. That apparently an agreement was  
5 going to be reached for the removal of the picket line, that  
6 it was urgent that it did come down, and that I felt that  
7 I had done everything that I possibly could do in good faith  
8 and that I was acting in good faith, and that I had every  
9 intention of maintaining the good faith that my sub-contractor--

10 TRIAL EXAMINER: Is there going to be any dispute about  
11 the voice at the other end in this case?

12 MR. PYLES: Yes, sir.

13 TRIAL EXAMINER: You had better establish who was at the  
14 other end of the line.

15 MR. HOPKINS: Mr. Erickson has already testified to it.

16 TRIAL EXAMINER: On the other call he did.

17 MR. PYLES: This is the call when he called Mr. Erickson  
18 that morning?

19 MR. HOPKINS: Yes.

20 MR. PYLES: Oh, excuse me.

21 TRIAL EXAMINER: All right.

22 Then we won't waste time here.

23 MR. HOPKINS: That was my intentions, sir.

24 TRIAL EXAMINER: All right.

25 THE WITNESS: I told Mr. Erickson that I really wanted

1 that line down. I really wanted it down that day, and we  
2 were acting in good faith. He asked me--he said, "All right.  
3 Will you get the picket to call me?"

4 That ended our conversation.

5 Q All right.

6 What did you do then, if anything?

7 A I went back to the gate, got the picket, put him in my  
8 automobile, drove him to our office, and to the best of my  
9 recollection, he placed the telephone call on our phone to  
10 Mr. Erickson.

11 Q Did you hear him during his conversation?

12 A I heard him, but I didn't listen.

13 Q All right.

14 What happened after this conversation, this telephone  
15 conversation?

16 A After the telephone conversation was concluded, I asked  
17 him what he was going to do, and he said Mr. Erickson told  
18 him to remove the picket line.

19 Q What did you do then?

20 A The picket went back to the south gate and left.

21 Q All right.

22 And what was the situation on the job site that day?

23 A Well, we had--

24 Q Concerning the picketing.

25 A There was no picket the rest of the day.

1 Q All right.

2 What time was it that the picket left?

3 A It was early. I don't think an hour at the very most  
4 elapsed between the time I first saw him and the time that  
5 he left, so it would be a quarter to 8:00, something like  
6 that.

7 Q All right.

8 Now, after the picket left, will you tell us what you did  
9 then, if anything?

10 A We got a lot of concrete on the job.

11 Q How were you able to do this?

12 A Pardon me?

13 Q What did you do in order to get the concrete on the job?

14 A I called Mr. Spillman and told him the picket line was  
15 down.

16 MR. PYLES: Now, Your Honor, I am going to object to this.  
17 I don't think it has ever been established that Mr. Spillman  
18 is an agent of Local 480, and even if he was, what he called  
19 Mr. Spillman and told him, the picket line was down and to  
20 have concrete on the job, I don't think that is relevant.

21 TRIAL EXAMINER: How is that material, Mr. Hopkins? How  
22 is the conversation material?

23 MR. HOPKINS: Well, I will withdraw it. It is insignifi-  
24 cant.

25 THE WITNESS: Well, I also called Mr. Louis Willard of



1 the Natchez Sand and Gravel, a principal supplier of Ready-mix  
2 concrete.

3 Q (By Mr. Hopkins) Were you able to have concrete delivered  
4 to the job that day?

5 A Yes.

6 Q All right.

7 Did you go to the job site the next day?

8 A Yes, I did.

9 Q What did you observe on that date?

10 A A picket line at the south gate.

11 Q What kind of picket line?

12 A To the best of my knowledge, it was the same picket line  
13 that had been established.

14 Q What did you do when you observed that picket line, if  
15 anything?

16 A I asked the picket again why he was there. He said that  
17 he had been instructed by Mr. Erickson to be there, and he was  
18 I then went to my office on the job site and placed a call to  
19 Mr. John Erickson in Jackson, Mississippi, and I was unable to  
20 get him. He was--

21 Q You say you placed a call to him.

22 Tell us what you did, and how you went about doing it.

23 A I had Mr. Erickson's telephone number. I used my tele-  
24 phone and the long distance operator to place a person-to-  
25 person call to John Erickson in Jackson, Mississippi.

1 TRIAL EXAMINER: What time was this, approximately?

2 THE WITNESS: Approximately quarter to 7:00 in the  
3 morning.

4 Q (By Mr. Hopkins) What happened when you called Mr.  
5 Erickson?

6 A I was informed that Mr. Erickson was not in.

7 Q All right.

8 Go right ahead and tell us what you did then, if anything.

9 A I then placed a call to Mr. Brummett in Jackson, using  
10 the number that I had and the long distance operator, and I  
11 got Mr. Brummett on the telephone.

12 Q Are you able to tell us that you know it was Mr. Brummett?

13 A Based on my prior conversations of the Tuesday afternoon  
14 and evening, I recognized Mr. Brummett's voice.

15 Q Have you also seen Mr. Brummett during the course of  
16 this trial, and had occasion to talk with him?

17 A Yes, I have.

18 Q All right.

19 What was said when you spoke with Mr. Brummett?

20 A I told Mr. Brummett that we had a picket line back up  
21 again, and I wanted to know why. And he said no agreement had  
22 been reached, that you people haven't done what you said you  
23 would do. And I told him I didn't understand what he was  
24 talking about, that I had tried just prior to making the  
25 telephone call to him to reach Mr. Erickson and that I was

1 unable to do so, and that I didn't have the slightest idea  
2 what he meant that no agreement had been reached, because I  
3 had parties meeting in Jackson the previous day to establish  
4 just that fact.

5 And he said, well, as far as he was concerned, no agree-  
6 ment had been reached, or he was told that no agreement had  
7 been reached, and that he was just sorry about the whole thing.  
8 And that concluded our telephone conversation. I thanked him,  
9 and that concluded our telephone conversation.

10 Q All right.

11 Tell us what you did then, if anything.

12 A I called again for Mr. Erickson in Jackson. This time  
13 I placed a station-to-station call, and when someone answered  
14 the telephone, I asked for Mr. Erickson, and they informed me  
15 that he was out of town. And I asked them where out of town,  
16 and the lady on the telephone, she said--well, she asked me  
17 who was speaking, and I told her, and she said that I ought  
18 to know where Mr. John Erickson was.

19 MR. PYLES: May I have an objection as to all of this  
20 conversation?

21 MR. HOPKINS: It is not offered for the truth or the  
22 veracity.

23 TRIAL EXAMINER: Is this still a conversation with  
24 Brummett, or--

25 MR. HOPKINS: It is a lady in Mr. Erickson's office.

1 TRIAL EXAMINER: In Erickson's office?

2 MR. HOPKINS: There's no violation claimed here--

3 TRIAL EXAMINER: Well, what is the significance of con-  
4 versations--

5 MR. HOPKINS: It shows the course of action, what he did  
6 and why he did it, and it certainly is not offered to prove  
7 a violation of the secretary at this time. I don't think  
8 there was any violation involved in it.

9 TRIAL EXAMINER: I don't see that it is really material.

10 MR. HOPKINS: Well, I don't see either.

11 TRIAL EXAMINER: All right.

12 I will sustain the objection.

13 MR. HOPKINS: Of course, I submit that it certainly is  
14 not hearsay, and it is not offered for the--

15 TRIAL EXAMINER: Well, I don't think it is too material.

16 I will sustain the objection.

17 MR. HOPKINS: All right.

18 Q (By Mr. Hopkins) Go ahead, then. What did you do, if  
19 anything, after that?

20 A The electrical contractor and his general superintendent  
21 arrived on the job.

22 Q Who was that, now?

23 A Mr. J. B. Fleming, the general superintendent, and his  
24 name is Paul Gilmet.

25 Q When did he arrive on the job in relation to when you

1 were calling Mr. Erickson's office for the second time?

2 A Approximately the same time.

3 Q All right.

4 Go ahead and tell us what happened?

5 A I related to Mr. Fleming that I obviously had a picket  
6 line back up again.

7 Q Well, now, just tell us--

8 What did you do?

9 MR. PYLES: Your Honor, I'm going to object to the  
10 answer that he gave and move that it be stricken.

11 TRIAL EXAMINER: ON what ground?

12 MR. PYLES: As a conversation that he had.

13 MR. HOPKINS: I agree that Mr. Fleming is not an agent.

14 TRIAL EXAMINER: All right.

15 It is stricken.

16 Q (By Mr. Hopkins) After you talked with Mr. Fleming,  
17 what did you do?

18 A Mr. Fleming and Paul Gilmet accompanied me to the south  
19 gate where Mr. John Erickson.

20 Q What did you do?

21 A Mr. Fleming, Mr. Paul Gilmet and I walked down to the  
22 south gate.

23 Q All right.

24 A There we found--or I found Mr. John Erickson.

25 Q All right.

1       Was there anyone else there?

2       A     The picket.

3       Q     All right.

4       Did you have a conversation with Mr. Erickson?

5       A     Yes.

6       TRIAL EXAMINER: Can we get the time of this?

7       Q     (By Mr. Hopkins) What time of day was this?

8       A     To the best of my recollection it was 9:30.

9       TRIAL EXAMINER: Was the picket within hearing distance  
10 during the conversation?

11       THE WITNESS: I don't recall.

12       TRIAL EXAMINER: Present were yourself and Erickson and  
13 Fleming. Anybody else?

14       THE WITNESS: Paul Gilmet, general superintendent of the  
15 electrical--

16       TRIAL EXAMINER: Under Fleming?

17       THE WITNESS: Yes, sir.

18       TRIAL EXAMINER: All right.

19       Go ahead.

20       Q     (By Mr. Hopkins) Would you tell us whether Mr. Gilmet  
21 had been there during this whole time on the job, or had he  
22 just come in, or what?

23       A     He is the general superintendent that visits all of the  
24 electrical contractors' jobs. He had just arrived on the job  
25 site.

1 Q All right.

2 Tell us what transpired when you met Mr. Erickson.

3 A Well, I introduced Mr. Erickson to Mr. Fleming and Mr.  
4 Gilmet, and I said, "Well, I see we have a picket line. I  
5 had tried to call your office. I learned that you were here."  
6 I told them that I had not been informed of the fact as why  
7 an agreement had not been reached, and the first that I had  
8 known of the fact that an agreement hadn't been reached was  
9 when I saw the picket line, and that I had, in fact, called  
10 Mr. Brummett and told him that an agreement had not been  
11 reached. I suggested that we all go someplace where we could  
12 sit down in quiet and discuss the situation as it was at that  
13 moment. All parties agreed.

14 I suggested that we go to my office, which we did.

15 Q All right.

16 What did the picket do, if anything, during this period  
17 of time?

18 A The picket stayed right where he was.

19 Q All right.

20 And what transpired in your office?

21 A We discussed again the philosophy of--

22 Q Just tell us what was said.

23 A --our business.

24 I asked why an agreement had not been reached. I asked  
25 this question of Mr. Fleming and Mr. Gilmet, and they said



1 that the complexity of handling their payroll and the number  
2 of personnel that they would have on the job, on someone else's  
3 books was too involved and too risky as far as Wood Mechanical  
4 was concerned, that they could not have a meeting of the minds  
5 or agree on how it would be handled, or even agree that it  
6 should be done at all.

7 TRIAL EXAMINER: Who said that?

8 THE WITNESS: This is Mr. Fleming of the electrical  
9 contractors.

10 Q (By Mr. Hopkins) Go right ahead.

11 A I wanted to show Mr. Erickson that we had all been acting  
12 in good faith. We wanted the picket line down so we could  
13 get the job moving. I asked Mr. Fleming to explain to Mr.  
14 Erickson the fact that they had an apprentice program. Mr.  
15 Fleming talked to Mr. Erickson about their apprentice program.  
16 They also discussed different area wage rates, and Mr. Fleming  
17 told Mr. Erickson what he had paid journeymen in different  
18 areas in which they operated.

19 I said, "All right, now. I would like to solve this.  
20 Here are the people involved in this dispute. What is neces-  
21 sary to solve this dispute?" I said, "The sign says that the  
22 wages are not standard and the working conditions are not  
23 standard." I said, "What if I, representing Gulf Coast  
24 Building and Supply Company, were to assume the differential  
25 in cost, whatever that might be, and that Gulf Electric



1 Company would agree to pay that wage rate, would this be  
2 satisfactory?"

3 Mr. Erickson said he didn't know. I said, "Well--"

4 Then Mr. Fleming offered to sign an agreement with Mr.  
5 Erickson, a working agreement for that job only. Mr. Erickson  
6 replied that he was not in a position to sign any agreement  
7 with Mr. Erickson, that that would have to come from within  
8 his own jurisdiction out of Pensacola, Florida, I believe.

9 I once again made the offer ~~or~~ I asked Mr. Fleming how much  
10 money I was talking about ~~if~~ I assumed to pay the differentia  
11 between the established union scale and what he had estimated  
12 as a wage scale for his job. And I had made my own estimate.

13 He told me ~~\$6,000~~, approximately, that he could tell me  
14 within an hour or two exactly how much it would be, predi-  
15 cated on his labor takeoff.

16 I said, "All right. I will assume the authority and  
17 responsibility to pay this difference. From now on we will  
18 pay the union wage scale to Mr. Fleming's men. We will main-  
19 tain the working standards, whatever they are. Would this  
20 satisfy everything that the sign said, and would this satisfy  
21 Mr. Erickson's requirements?"

22 I said, "This is everything I can do. I am at the end  
23 of my ideas. I have no more."

24 He said that he was not able to say that he would  
25 contact his lawyer and be back in touch with me. And that

1 concluded our meeting.

2 Q Do you recall anything else being said during that con-  
3 versation?

4 A I can recall several things being said. It was a lengthy  
5 meeting.

6 Q Do you recall anything else being said about the telephone  
7 call?

8 A No.

9 Q Do you know when Mr. Erickson was to make the call to  
10 Mr. Pyles, or to his attorney, rather?

11 A He was going to make the telephone call to his attorney  
12 right away, and to the best of my knowledge--I offered him  
13 my phone, that he said that he would make the call elsewhere.

14 Q What did you say to him, if anything, in that regard?

15 A I said, "Let me hear back from you as soon as you know  
16 something," which he said he would do.

17 Q All right.

18 Now, what happened to the picket line that day?

19 A The picket was up all day at the south gate.

20 Q All right.

21 Now, what happened after that?

22 A I became involved in a meeting with Mr. Fleming. I was  
23 informed--and I had my door closed--

24 MR. PYLES: Your Honor, I'm going to object.

25 Q (By Mr. Hopkins) Just go right ahead and tell us--

1 TRIAL EXAMINER: Just a minute. There is an objection.

2 What are you objecting to?

3 MR. HOPKINS: I am moving on.

4 MR. PYLES: I will withdraw the objection, then.

5 TRIAL EXAMINER: All right.

6 THE WITNESS: I received a message--

7 MR. PYLES: Your Honor, I'm going to object to anything  
8 that he received, unless Mr. Erickson was present.

9 TRIAL EXAMINER: He hasn't said what it was that he re-  
10 ceived. He said he received a message.

11 MR. PYLES: All right, sir. I will withdraw the objection  
12 until I hear it.

13 TRIAL EXAMINER: Yes. I think you are jumping the gun  
14 a little.

*Here 104*  
15 THE WITNESS: I received a message that Mr. Erickson had  
16 been by, that I had been in conference, and that Mr. Erickson  
17 said that his lawyer was unavailable, or in Court, and that  
18 he, Mr. Erickson, would get back in touch with me.

19 MR. PYLES: Now, I am going to object to any conversation  
20 concerning this information that he received.

21 TRIAL EXAMINER: I will grant the motion to strike.  
22 I assume it is a motion to strike.

23 MR. PYLES: Correct.

24 TRIAL EXAMINER: There's no foundation laid.

25 Q (By Mr. Hopkins) Did you have any other conversations

1 with Mr. Erickson after your meeting with him?

2 A No.

3 Q Did you have any further conversations with anyone repre-  
4 senting Mr. Erickson after your meeting with him?

5 MR. PYLES: Now, Your Honor, I am going to object to  
6 that, because this gets back to agency, unless the proper  
7 foundation is laid.

8 MR. HOPKINS: Let's wait and see who it is, and then  
9 we will see if he is an agent or not.

10 TRIAL EXAMINER: No, I think it is a proper question.  
11 Objection overruled.

12 Answer the question yes or no.

13 THE WITNESS: Yes.

14 Q (By Mr. Hopkins) And whom did you talk with?

15 A Mr. Dixon Pyles.

16 Q When?

17 A To the best of my recollection, it was Saturday, March  
18 25th.

19 TRIAL EXAMINER: Is there any dispute that on Saturday,  
- 20 March 25th, you were representing Mr. Erickson, or the Respon-  
21 dent union?

22 MR. PYLES: Well, I represented him as a lawyer.

23 TRIAL EXAMINER: Well, I meant as a lawyer.

24 MR. PYLES: Yes, sir.

25 TRIAL EXAMINER: There's no dispute about that?

1 MR. PYLES: There's no dispute about my representing  
2 him in this case, no.

3 TRIAL EXAMINER: All right.

4 Q (By Mr. Hopkins) What time of day was it that you made  
5 this call, the best that you can remember?

6 A It was in the a.m., to the best of my recollection.

7 Q Who called who?

8 A I placed a call to Mr. Pyles.

9 TRIAL EXAMINER: What was this date again? I missed  
10 the date.

11 THE WITNESS: The 25th, Your Honor.

12 Q (By Mr. Hopkins) What was said during your conversation?

13 TRIAL EXAMINER: Well, wait a minute. Is there any  
14 dispute as to the voice--

15 This is a telephone conversation, isn't it?

16 MR. HOPKINS: Yes, sir.

17 TRIAL EXAMINER: Is there going to be any dispute to the  
18 fact that you were on the other end?

19 MR. PYLES: Your Honor, I do not recall it.

20 MR. HOPKINS: I object to Mr. Pyles testifying. If he  
21 wants to take a legal position, let him take it, but--

22 TRIAL EXAMINER: I am asking for a legal position,

23 MR. PYLES: With the permission of counsel, may I answer  
24 your question? Frankly, Your Honor, I don't recall having  
25 talked to Mr. Worley.

1 TRIAL EXAMINER: You had better establish the identity  
2 of the person on the other end of the phone, then, just so  
3 we won't have any problems on that.

4 Q (By Mr. Hopkins) Tell us how you able to testify that  
5 it was Mr. Pyles.

6 A Based on a prior telephone conversation with Mr. Pyles,  
7 and based on the fact that I used the long distance operator  
8 to the office of Mr. Pyles. And when I requested to speak to  
9 him, this gentleman came to the phone. I recognized him as  
10 Mr. Pyles.

11 TRIAL EXAMINER: You mean you recognized his voice?

12 THE WITNESS: I recognized his voice.

13 Q (By Mr. Hopkins) Have you seen him participate in this  
14 trial?

15 A Oh, yes.

16 Q And are you able to tell us whether or not the Mr. Pyles  
17 who has been speaking versifiously for the Respondent is the  
18 same Mr. Pyles that you spoke with on the phone?

19 A Yes.

20 Q All right.

21 Now, would you tell us, please, what was said?

22 A I told Mr. Pyles that we had been able to get the picket  
23 line down for one day that week, and I was able to obtain  
24 concmte, that we had attempted to settle this dispute by  
25 negotiating the wages, and that we had been unable to do so.



*Privileged*

1 That I had made an offer, Thursday, March 23rd, to John  
2 Erickson to pay our electrical contractors, journeymen,  
3 apprentices, the union wage rate, that we would abide by any  
4 established working condition. That to the best of my knowledge  
5 we were doing everything that the sign was protesting, and  
6 that Mr. Erickson was unable to give me an answer or agree  
7 to my proposal at that time, that he was going to contact his  
8 lawyer and advise me of the outcome. I had not heard from  
9 Mr. Erickson, that I was at a point where I had to resume the  
10 progress of this job because it was dead, because I could not  
11 get concrete, and that I was prepared to spend that weekend  
12 in obtaining all necessary machinery and supplies to get  
13 concrete on that job the next week.

14 I asked Mr. Pyles if he had--if he were aware of what had  
15 taken place, and he informed me that he was not aware of it.  
16 That he had been, to the best of my recollection, in Washington,  
17 D.C., or in Court, or unavailable by telephone. I told Mr.  
18 Pyles that I would appreciate him doing whatever he could,  
19 because if I moved machinery up there to mix my own concrete,  
20 that it was an irreversible process, and that was exactly how  
21 we would be mixing concrete, and that we would not be employing  
22 Mr. Spillman's people or anyone else. We would have to do it  
23 the best we could, even at an expense to us.

24 Mr. Pyles said that he would look into it.

25 Q Did you receive any further response from Mr. Pyles?

1 A As to the outcome of my statements, no.

2 Q I see.

3 Did you receive any further word from Mr. Erickson?

4 A No.

5 Q How about the picket line, what was--

6 A The picket line stayed.

7 Q And when did it stay?

8 A To the best of my recollection, the picket line was up  
9 until the--up through the 23rd of June.

10 Q All right.

11 When you say up through, what do you mean?

12 A It was not up, to the best of my knowledge, the morning  
13 of June 26th, which was a Monday.

14 Q Now, are you acquainted personally with any other types  
15 of electrical worker on the Tracetown job, other than--

16 A Yes.

17 Q Who was that, or who did some work on the job?

18 A It is a practice of Sears Roebuck, when fixturing a  
19 store--

20 Q Well, we don't need the practice of Sears Roebuck.

21 Just tell us--

22 A Sears Roebuck employed electricians to fixture their  
23 store.

24 Q What did you observe down there in terms of electrical  
25 work being done?



1 A I observed a great number of electricians installing  
2 electrical fixtures.

3 Q Did you know who they worked for?

4 A Yes, I did.

5 Q Who did they work for?

6 A J. B. Forest Electrical Contractor in Natchez.

7 Q When did that begin on the Tracetown Shopping Center job?

8 A The 26th of June.

9 MR. PYLES: Your Honor, I would like to object to this,  
10 and I move to strike it as not being proper, or material,  
11 some other contractor working for another employer. I don't  
12 see that it would have any bearing on the issues in this  
13 case.

14 TRIAL EXAMINER: Let me get this straight.

15 You are not testifying, are you, that Forest was one  
16 of your sub-contractors on that job?

17 THE WITNESS: No, sir, he was not.

18 TRIAL EXAMINER: Well, I'm not sure I see the relevancy  
19 of it.

20 MR. HOPKINS: Well, the relevancy--

21 MR. DARBY: I think the relevancy--

22 TRIAL EXAMINER: Would you care to enlighten me? This  
23 was after the picket line came down?

24 MR. HOPKINS: Yes, the Friday--this is the Monday after  
25 it came down on Friday, and this is a union electrical contractor

1 that we have. It may very well lend to some illegal motive  
2 so far as--

3 MR. DARBY: I think--

4 TRIAL EXAMINER: Well, I will let it in. I doubt if it  
5 really has any real materiality. It is after the picket line  
6 is down.

7 MR. HOPKINS: Yes, but it is the next working day after  
8 the picket line is down.

9 TRIAL EXAMINER: All right.

10 Go ahead.

11 I will allow it.

12 Q (By Mr. Hopkins) Now, do you know whether or not Gulf  
13 Electric Construction Company continued on the job?

14 A Yes, they did.

15 Q When did they come off of the job, if they did?

16 A They are not off the job now.

17 TRIAL EXAMINER: You mean they are still completing their  
18 sub-contract with you?

19 THE WITNESS: Yes.

20 Q (By Mr. Hopkins) Did there come a time when you eliminated  
21 the separate gate that was established?

22 A Yes.

23 Q And when was that?

24 A To the best of my recollection, the early part of June.  
25 We were building a service road and it was necessary for us

1 to revise our entrance-exits to the job site.

2 Q Now, who was your plumbing sub-contractor?

3 A Wood Mechanical of Jackson, Mississippi.

4 Q All right.

5 Now, on the day the picketing was instituted, will you  
6 please tell us what the situation was on your job in terms  
7 of sub-contractors and your own employees?

8 A Well, I--

9 MR. PYLES: Your Honor, I am going to object to this,  
10 unless a foundation is laid to show that someone connected  
11 with Local 480 threatened, coerced or did something to those  
12 people.

13 TRIAL EXAMINER: Overruled.

14 Answer the question.

15 THE WITNESS: The condition was this--

16 On the day, or prior to the day? What was the question?  
17 I'm sorry.

18 Q (By Mr. Hopkins) Immediately prior.

19 A We had carpenters-- We, Gulf Coast Building and Supply  
20 Company, were employing carpenters--

21 Q Union or non-union?

22 A Union carpenters, union laborers, union masons, we were  
23 using--we were using union masonry helpers, union concrete  
24 finishers. We had sub-contractors on the job.

25 Q Who?

1 A To the best of my knowledge, I did.

2 Q Now, in your deposition, you didn't testify to anything  
3 about a telephone conversation with Mr. Erickson on the night  
4 before, did you?

5 A I am not sure whether I did or not.

6 Q Now, was it on the 22nd or 23rd that you found Mr.  
7 Erickson down at the picket line again?

8 A The 23rd.

9 Q On the 23rd.

10 ~~And that was the time when you brought him into the~~  
11 ~~office and talked to him?~~

12 A Yes, sir.

13 Q At that time, didn't Mr. Erickson tell you that all he  
14 wanted was for the Gulf Electric people to pay the union  
15 wage scale and live up to the working conditions, and there  
16 was a good deal of discussion at that time about the apprentice-  
17 ship program.

18 MR. DARBY: Now, I would like for him to ask one question  
19 at a time. I think that is two questions.

20 TRIAL EXAMINER: Could you split it up?

21 I will sustain the objection as to the form of the  
22 question.

23 Split it into two questions.

24 MR. PYLES: All right.

25 Q (By Mr. Pyles) Was there any discussion with Mr. Fleming

1 there, about how he would handle the apprenticeship program,  
2 and how he had handled the situations on other jobs that he  
3 had been on in Florida with Mr. Erickson?

4 A There was a lengthy discussion, and I believe these  
5 subjects were mentioned in the discussion.

6 Q Now, didn't Mr. Erickson tell Mr. Fleming that all he  
7 wanted was for him to pay the wages and live up to the con-  
8 ditions?

9 A I don't know.

10 Q Now, has the job down there been completed?

11 A No, sir.

12 Q What is left to be done?

13 MR. HOPKINS: I object to that.

14 TRIAL EXAMINER: Objection overruled.

15 This is proper cross examination.

16 Answer the question.

17 THE WITNESS: The usual push list items. Items of  
18 corrections, and continuing construction.

19 Q (By Mr. Pyles) You are building more buildings down  
20 there?

21 A Yes, sir.

22 Q Now, the pickets have been off since June 23rd, I believe  
23 you testified?

24 A To the best of my knowledge, yes, sir.

25 Q Now, did you file a charge on July 25th?

1 the thing.

2 MR. PYLES: No, sir, the truth about the matter is, Your  
3 Honor, you had stricken my 16th and 17th defenses, and I was  
4 leading up to that--

5 TRIAL EXAMINER: Well, I am going to sustain the objection  
6 on this. I think we are wasting time on that?

7 MR. PYLES: You will not permit me to ask him if actually  
8 this charge wasn't filed for the purpose of helping him in  
9 the lawsuit?

10 TRIAL EXAMINER: No.

11 MR. PYLES: All right, sir.

12 I believe that's all.

13 TRIAL EXAMINER: Off the record.

14 (Discussion off the record.)

15 TRIAL EXAMINER: On the record.

16 I want to be sure that my ruling is clear on the record,  
17 Mr. Pyles. As far as I am concerned, the motive with which  
18 a charge is filed is immaterial. I am only here to determine  
19 whether a charge is true or false. That's my duty.

20 MR. PYLES: Your Honor, I believe your ruling is clear.

21 TRIAL EXAMINER: All right.

22 As long as the record is clear.

23 MR. HOPKINS: That's all that I have.

24 MR. DARBY: I have nothing further.

25 TRIAL EXAMINER: To your knowledge, has Gulf Electric

1 TRIAL EXAMINER: Are you the same John Erickson who  
2 testified here yesterday?

3 THE WITNESS: Yes, sir.

4 TRIAL EXAMINER: Do you recall that I administered an  
5 oath at that time?

6 THE WITNESS: Yes, sir.

7 TRIAL EXAMINER: You are still under that oath, Mr.  
8 Erickson.

9 THE WITNESS: Yes, sir.  
10 Whereupon,

11 JOHN ERICKSON

12 was recalled as a witness by and on behalf of the Charging  
13 Party and, having been previously sworn, was examined and  
14 testified further as follows:

15 DIRECT EXAMINATION

16 Q (By Mr. Darby) Mr. Erickson, I believe you testified  
17 before that Mr. Brummett called and reached you while you  
18 were in Vicksburg, Mississippi, on Monday--excuse me, Tuesday,  
19 the 21st of March?

20 A Yes, sir.

21 MR. DARBY: May I see a calendar to be sure?

22 Yes, that is correct.

23 Q (By Mr. Darby) Now, did you talk with Mr. Brummett on  
24 March 21st?

25 A That evening sometime.

1 Q What time that evening did Mr. Brummett call you?

2 A To the best of my knowledge, it was between 7:00 and 8:00,  
3 probably.

4 Q All right.

5 Now, where were you when Mr. Brummett talked to you between  
6 7:00 and 8:00 o'clock that evening?

7 A At home.

8 Q That's Tuesday, March 21st?

9 A At my home.

10 Q What conversation did you have with Mr. Brummett at that  
11 time?

12 A He was informing me of what they had done at a meeting  
13 in Natchez.

14 Q All right.

15 Tell us what he said to you.

16 A From the phone conversation that morning--he went back  
17 to a meeting--I had told him then that all I expected was the  
18 prevailing wage scale, that we could not work for Gulf Electric,  
19 that he--

20 Q Just tell me about the evening conversation, not the  
21 morning.

22 A This is the evening conversation.

23 Q All right.

24 Tell us what was said in the evening conversation by Mr.  
25 Brummett. He called you on the phone?



1 A I was in Vicksburg on March 21st.

2 Q All right, sir.

3 Did you talk about non-union electricians when you were  
4 talking with Mr. Brummett at any time on March 21st?

5 A He mentioned the-- In fact, he mentioned putting two  
6 of 480's people out there. And I told him that we didn't  
7 have any desire to put 480's people out there. I could not  
8 man the job-- I repeated this several times--if they gave  
9 it to me.

10 Q That's what you told Mr. Brummett?

11 A I told him and Mr. Fleming, too, the following day.

12 Q When did you tell Mr. Brummett and Mr. Fleming--

13 First, let's get Mr. Brummett. We don't have Mr. Fleming  
14 in on it, talking to you on March 21st,

15 Now, when did you tell Mr. Brummett that you couldn't  
16 put any of your people out on the job?

17 A I told him not to make any agreements for my people on  
18 the phone conversation in Vicksburg.

19 Q All right.

20 Now, tell me what you said about not making any agree-  
21 ments with your people in the Vicksburg conversation.

22 A I told Mr. Brummett in a phone conversation--he related  
23 what he had done that morning, whenever it was. I don't know  
24 when the meeting was. They said about 7:30. It was about  
25 1:00 o'clock when he called me at the Beechwood Restaurant.

1 He related to me that they had some kind of an agreement made  
2 up about working non-union and union people on the same job,  
3 and paying the prevailing wage scale, and I told him that I  
4 was not interested in it. All that I was interested in was  
5 the prevailing wage scale and standard working conditions.

6 Q You weren't interested--

7 You say you weren't interested in it. What did you mean  
8 by it?

9 A Any agreement that they had made.

10 Q You mean that you weren't interested in any agreement  
11 to get your prevailing wages paid?

12 A That's what I just got through saying. I was interested  
13 in that particular part and that's all.

14 Q And you told Mr. Brummett that?

15 A Yes, sir.

16 Q All right.

17 Now, when Mr. Brummett reported back to you later about  
18 working the people on Woods' payroll, did you have any non-  
19 union electricians working for any contractors that were under  
20 contract with you?

21 A Yes, sir.

22 Q Are they permanent men?

23 A No, sir, we don't have such a thing as a permanent man.

24 As I stated in my deposition, there's a form of--

25 Q What kind of non-union people do you have working for

1 TRIAL EXAMINER: You don't want their names?

2 MR. DARBY: No, sir, I don't need their names. He said  
3 there were several. I don't need the individuals.

4 TRIAL EXAMINER: All right.

5 Q (By Mr. Darby) Now, have you told us all that you  
6 recall about what Mr. Brummett told you in these two con-  
7 versations that he had with you on the 21st?

8 A On the three conversations?

9 Q On the three conversations, yes, sir.

10 A All that I can recall.

11 Q I see.

12 Did Mr. Brummett report to you that the agreement had  
13 been tentatively reached, that all of the electricians would  
14 work for Wood?

15 A I believe so. The last call, I believe that is what it  
16 was.

17 Q I see.

18 A Well, I said I believe. I am sorry. I mean, as far  
19 as my recollection is.

20 Q All of the electricians would work for Wood, and they  
21 would work under the contract you had with Wood, is that  
22 correct?

23 A I didn't have a contract with Wood.

24 Q Well, is that your understanding of the agreement, that  
25 the electricians would work for Wood, and they would work for

1     them just like the rest of the electricians that were under  
2     the contract that you had with them?

3     A     He asked me if that would satisfy the picket situation.

4     Q     What did you tell him?

5     A     I told him it would.

6     Q     When did Mr. Brummett ask you if that would satisfy the  
7     picket?

8     A     That night.

9     Q     That was on the 21st?

10    A     Yes, sir.

11    Q     All right, sir.

12             What did Mr. Brummett say he was going to do, if anything,  
13     after this?

14    A     He didn't say that he was going to do anything.

15    Q     All right.

16             Now, the next day, did you have any conversations, either  
17     with Mr. Brummett or Mr. Wood about the tentative agreement,  
18     or how they were going to work it out for the electricians  
19     to go to work for Wood?

20    A     There was a phone conversation--I don't know whether it  
21     was with Brummett or Wood--sometime that day at the office,  
22     and he said that a meeting had been set with Mr. Fleming later  
23     that evening.

24    Q     All right.

25             Now, you don't know whether Wood or Brummett called?

1 A No, sir, I don't know which one it was.

2 Q It was one or the other?

3 A I would assume it was.

4 Q Well, I don't want you to assume.

5 A I don't recollect.

6 Q You said you got a call from one or the other.

7 A Yes, sir.

8 Q All right, sir.

9 Now--

10 A It may have been from Mr. Worley that morning. I don't  
11 know. I mean, he called that morning.

12 Q I see.

13 Did you talk to Brummett on the 22nd?

14 A Not that I can recall.

15 Q All right.

16 Did you talk to Wood on the 22nd, either one of them?

17 A Not that I recall.

18 Q All right, sir.

19 But you did talk to Mr. Worley on the 22nd?

20 A Yes, sir.

21 Q The day you took the picket line down?

22 A Yes, sir.

23 Q All right, sir.

24 And the last person you recall talking to on the 22nd  
25 about that picket line, or the agreement with Mr. Worley?

1 A I talked to the picket carrier himself.

2 Q Anybody else?

3 A Not that I recall.

4 Q All right, sir.

5 Now, when was it that you found out that there wasn't  
6 any agreement, and from whom did you find that out?

7 A Mr. Wood called the office that night at the regular  
8 meeting.

9 Q Mr. Wood called the office at the regular meeting?

10 A Yes, sir.

11 Q All right, sir.

12 Was that after the business agent had made his report  
13 that you say is inaccurately reflected in the union minutes?

14 A Yes, sir.

15 Q All right.

16 What did Mr. Wood tell you when he called you during the  
17 meeting?

18 A It was after the meeting. The meeting was just adjourned.

19 Q In other words, the minutes had been completed when Mr.  
20 Wood called? It was adjourned, and that was about the time  
21 that he called?

22 A I would say around 1:00.

23 Q All right.

24 What did Mr. Wood tell you?

25 A He told me that Mr. Fleming would not pay the prevailing

1 wage scale, and that they could not get together.

2 Q What did you do?

3 A I didn't do anything. I went home and went to bed.

4 Q What did you do the next morning about it?

5 A I didn't do anything the next morning.

6 Q The picket was on the job the next morning--

7 A It was established--

8 Q --at 6:30.

9 A It was established that night.

10 Q Oh, you did do something that night?

11 A No, but the president of the local union was there.

12 Him, and myself and the Executive Board chairman did.

13 Q So, what did you and the Executive Board chairman do  
14 that night on the 22nd?

15 A I informed the picket to put the picket sign back up.

16 Q Is that in your Executive Board minutes?

17 A No, sir, it wasn't in the meeting.

18 Q Oh, it was after the meeting and you all were still  
19 around there?

20 A Yes, sir.

21 Q All right.

22 Now, did you have another conversation with Mr. Brummett  
23 about his efforts to settle the dispute?

24 A When was this?

25 Q After the 22nd, after you put the picket line back up?

1 A Not that I recall.

2 Q You haven't talked to him about it yet, have you?

3 A I don't know. It's been several words passed about the  
4 picket sign.

5 Q As a matter of fact, after you had taken his picket sign  
6 down, Mr. Brummett started sending his plumbers to the picket  
7 line, didn't he?

8 A I think he sent them through there before, didn't he?

9 Q I don't know. You tell me.

10 A I believe that has been established, that they worked  
11 there while the picket sign was on.

12 Q You made a report, did you not, to your local union about  
13 Mr. Brummett's men working behind your picket line, didn't you?

14 A I may have.

15 Q Why did you do that?

16 A Why did I?

17 Q Yes, sir.

18 A That's when I made my report. When I made the report I  
19 just made it.

20 Q Did they cross the picket line that you had at the south  
21 gate against Gulf Electric?

22 A I believe at times they did. I believe at times they  
23 crossed-- At one time we didn't have but one gate, and they  
24 crossed it before this came up, and then they crossed it,  
25 several times after the gate was established. Them and



1 several other craftsmen.

2 Q Well--

3 A The gate didn't mean anything as far as being Gulf Electric.

4 Q Well, I am talking about the plumbers that were working  
5 for Mr. Wood.

6 TRIAL EXAMINER: I thought you were talking about the--

7 MR. DARBY: No, sir. I was asking if Mr. Brummett didn't  
8 send his people to the job.

9 TRIAL EXAMINER: I thought you were talking about  
10 Brummett's men.

11 MR. DARBY: That's Brummett, the plumbing business agent.

12 MR. PYLES: Your Honor, I'm going to--

13 MR. DARBY: Just a minute.

14 Q (By Mr. Darby) Who is Mr. Brummett?

15 A Who is he?

16 Q Who is the business agent for?

17 A United Association of Pipefitters and plumbers.

18 Q That's the plumbers' Local 605?

19 A 671.

20 Q 671?

21 A Or--

22 TRIAL EXAMINER: I am sorry. I was thinking of the  
23 gentleman who testified the first day. I got the two of them  
24 mixed up.

25 MR. DARBY: All right.

1 Q (By Mr. Darby) You say Mr. Brummett's people worked  
2 behind your picket line?

3 A Yes, sir. The people that he represents.

4 Q Who were they working for behind the picket line?

5 A Wood Mechanical.

6 Q Well, did you have a picket line around Wood Mechanical,  
7 too?

8 A No, sir. It didn't stop them from working, either.

9 Q They weren't working for Gulf Electric Construction  
10 Company, were they, Mr. Brummett's men?

11 A No, sir.

12 Q But they did cross the picket line, did they not?

13 A Yes, sir.

14 MR. PYLES: Your Honor, I'm going to object to that.  
15 That has been gone over and over.

16 TRIAL EXAMINER: Well, he has already answered. I  
17 will overrule the objection at this point.

18 Q (By Mr. Darby) Now, did Joe Wood talk to you once or  
19 twice on the 22nd, the day the picket line was down?

20 A Right offhand, I don't recall him talking to me anytime,  
21 except that night.

22 Q All right.

23 Is your memory refreshed as to whether or not you were  
24 invited to a meeting of the Natchez Building Trades Council  
25 with Mr. Worley on March 21st?

1 A Is my memory refreshed?

2 Q Yes, sir.

3 A No, sir, it is not refreshed.

4 MR. DARBY: All right, sir.

5 I am going to offer Respondent's Exhibit No. 3 into  
6 evidence. It has already been identified by the witness.

7 TRIAL EXAMINER: Is it for the purpose of impeachment?

8 MR. DARBY: It's for two purposes. One is for the  
9 purpose of impeachment, and also an admission against interest  
10 about the Natchez Building Trades Council that appears on the  
11 first page of it.

12 TRIAL EXAMINER: Any objection?

13 MR. PYLES: No, sir.

14 MR. HOPKINS: No, sir.

15 TRIAL EXAMINER: In the absence of objection, Respondent's  
16 Exhibit No. 3, which has previously been rejected, is now on  
17 re-offer, and it is received.

18 *Excluded  
offer about  
offer in  
to W.C. Council*  
19  
20

(The document above referred to,  
heretofore marked Respondent's  
Exhibit No. 3 for identification,  
was received in evidence.)

21 TRIAL EXAMINER: It should be noted that it was re-offered,  
22 not by the Respondent, but by the Charging Party.

23 MR. DARBY: And I think I stated my purpose. I am not  
24 offering it generally. I am offering it, one, to impeach  
25 the witness with respect to the Natchez Building and Trades,

1 and also it has an admission against interest with respect  
2 to the Natchez Building Trades.

3 MR. PYLES: Your Honor, I would think that it would go  
4 in for all purposes, whatever it says.

5 TRIAL EXAMINER: I am receiving it, period. I am not  
6 receiving it for any limited purpose, but, of course, the  
7 witness is here and has testified, and its major value will  
8 be if it does impeach, and if there are any admissions of  
9 interest. To the extent that it is self-serving, the witness  
10 is here. I have got the witness before me. I can observe him.  
11 He has testified on these matters.

12 MR. DARBY: I have no further questions of the witness.

13 TRIAL EXAMINER: Does the General Counsel have further  
14 direct?

15 (By Mr. Hopkins) What time was it that you talked with  
16 Mr. Brummett on March 21st for the last time?

17 A Around 11:00 o'clock.

18 Q Around 11:00.

19 Could it have been around midnight?

20 A No, sir, I don't believe so.

21 Q Were you already in bed?

22 A Yes, sir.

23 Q Did you do anything after you talked with Mr. Brummett?

24 A I went to sleep.

25 Q Is that the only thing you did?

1 A Yes, sir.

2 Q You didn't do anything else?

3 A No, sir.

4 Q And that's your sworn testimony?

5 A Right. Anything that I have got on there-- I don't  
6 know what I done, but I didn't get out of bed.

7 MP. HOPKINS: That's all I have.

8 CROSS EXAMINATION

9 Q (By Mr. Pyles) I just have one question, if I may.

10 With reference to the telephone conversations on the  
11 night of March 21st, 1967, did you have any conversation at  
12 all with Mr. Worley that evening?

13 A No, sir.

14 MR. PYLES: I have no further questions.

15 TRIAL EXAMINER: At any time that evening?

16 THE WITNESS: No, sir.

17 TRIAL EXAMINER: Are you sure of that?

18 THE WITNESS: Yes, sir.

19 MR. DARBY: I have one more.

20 REDIRECT EXAMINATION

21 Q (By Mr. Darby) Mr. Erickson, when you talked to Mr.  
22 Worley down at the Albert Pick, whose idea was it for Mr. Pyles  
23 to call Mr. Worley, yours or Mr. Worley's?

24 MR. PYLES: I object to this as not proper redirect, or  
25 recross.

1 TRIAL EXAMINER: Oh, again it is a matter of discretion.  
2 I will permit it.

3 THE WITNESS: I don't know whose idea. I told him that  
4 I wasn't going to discuss it with him. And he said to get  
5 it done, have somebody call him the next day.

6 Q (By Mr. Darby) See if this refreshes your recollection.  
7 This is an affidavit that you gave on the third day of March,  
8 1967.

9 "On the night of February 28, 1967, my wife and I went  
10 to the Albert Pick Motel for dinner. While we were in the  
11 dining room, a man came up and introduced himself as Mr.  
12 Worley. And he said that his attorney would meet me and my  
13 attorney on Thursday afternoon. I told him all right. Worley  
14 came back to his table and sat down, and after I had given  
15 what he said some thought, I went over to his table and asked  
16 him for his card. And I asked him if he would be in Mobile  
17 the next day for my attorney to get in touch with him.

18 "He gave me his card and said that he would be in Mobile."

19 A Yes, sir. That's about what I said a while ago, isn't  
20 it?

21 Q Is that your recollection of what occurred on that  
22 occasion?

23 A Yes, sir.

24 Q Then, after that, did you ask Mr. Pyles to call Mr.  
25 Worley in Mobile?

1 A The next morning I called him.

2 Q You asked Mr. Pyles?

3 A Yes, sir.

4 Q And you claimed the privilege as to what Mr. Worley  
5 reported to you concerning his call to Mr. Worley and Mr.  
6 Mitchell?

7 A Yes, sir.

8 MR. DARBY: That's all that I have.

9 EXAMINATION

10 Q (By Trial Examiner) Now, Mr. Erickson, you were, during  
11 this period, an official of the State Building and Trades  
12 Council?

13 A President.

14 Q Sir?

15 A I was secretary and treasurer, then president.

16 Q And you were also at one time, not too far distanced  
17 from the period that we are talking about, an official of  
18 the Jackson Trades Council?

19 A I was on the Executive Board, and then I was elected  
20 president.

21 Q Tell me, at the period that we are talking about, March,  
22 what was the jurisdiction geographically of the Jackson Building  
23 and Trades Council? Did it, or did it not include the situs  
24 of this picketing at the shopping center?

25 A No, sir. Can I explain it?

1 in the Tracetown.

2 All right.

3 You mentioned the president of the local union on the  
4 evening of the 22nd. Who was the president of the local  
5 union?

6 A Mr. Jim Lewis.

7 Q I have one other question that doesn't deal with this  
8 testimony here, but it really relates to his former testimony.  
9 If nobody objects to my asking him--I want to ask him-- Well,  
10 it does relate to this.

11 You testified here that in talking to Mr. Brummett, you  
12 expressed your concern about the prevailing wages for elec-  
13 tricians on the Tracetown job.

14 A Yes, sir.

15 Q And your picket sign indicates sub-standard wages and  
16 conditions were being paid electricians by Gulf Electrical  
17 Construction, is that right?

18 A Yes, sir.

19 Q Before the pickets went up, had you investigated the  
20 wages and working conditions paid by Gulf Electric to its  
21 electricians?

22 A Yes, sir.

23 Q What did you find with reference to the union scale?

24 A To the union and the prevailing wage scale, sir,--

25 MR. DARBY: I object as to the prevailing wage scale



1 during the strike. The union scale he may know something  
2 about.

3 TRIAL EXAMINER: Well, actually, the sign says sub-standard.  
4 Now, I don't know whether that means prevailing, or whether  
5 it means union scale. It is a rather ambiguous term. But  
6 I am asking you, had you investigated the wages paid by--

7 THE WITNESS: Yes, sir.

8 TRIAL EXAMINER: How did they stack up as against the  
9 union scale?

10 THE WITNESS: They were below.

11 Q (By Trial Examiner) And how did they stack up with  
12 respect to the prevailing wages in the area as defined by --

13 A. They were below.

14 TRIAL EXAMINER: All right.

15 I have no further questions of this witness.

16 In view of my questions, is there anything else?

17 MR. PYLES: Your Honor, I don't whether you would like  
18 it or not, but in view of your questions in here, there was  
19 presented into Mr. Erickson's deposition, copies of certain  
20 checks showing Gulf Electric Company's wage rate here, and  
21 if you--

22 TRIAL EXAMINER: I don't insist upon the details, but  
23 I appreciate the spirit in which they are offered.

24 MR. PYLES: All right. I have no further questions.

25 TRIAL EXAMINER: All right.

1 MR. PYLES: Your Honor, he wasn't subpoenaed.

2 MR. DARBY: Well, maybe he wasn't subpoenaed. I haven't  
3 seen the subpoena, unfortunately.

4 TRIAL EXAMINER: Well, to me this is secondary evidence.

5 MR. DARBY: All right.

6 TRIAL EXAMINER: The writing generally is the best  
7 evidence, if it is available.

8 MR. DARBY: I have no further questions.

9 MR. HOPKINS: No further questions.

10 TRIAL EXAMINER: Thank you very much. You are excused.

11 (Witness excused.)

12 MR. DARBY: Charging Party rests.

13 TRIAL EXAMINER: Off the record.

14 (A short recess was taken.)

15 TRIAL EXAMINER: The hearing will be in order.

16 Whereupon,

17 RALPH BRUMMETT

18 was called as a witness by and on behalf of the Respondent  
19 and, having been first duly sworn, was examined and testified  
20 as follows:

21 TRIAL EXAMINER: Please be seated. State your name and  
22 address.

23 THE WITNESS: Ralph Waldo Brummett, 4407 Jackson Highway,  
24 Jackson, Mississippi.

25 TRIAL EXAMINER: Mr. Brummett, we apologize for keeping

1 way. I will grant the motion to strike the answer.

2 You have a right to rephrase your question so that it  
3 won't be leading.

4 MR. PYLES: All right. I will rephrase it again.

5 Q (By Mr. Pyles) What, if anything, did you state to the  
6 gathering or to any individual in that room on the afternoon  
7 of March 21st with reference to your representation of Local  
8 480 or John Erickson?

9 A I didn't make any such statement.

10 MR. PYLES: I have no further questions.

11 TRIAL EXAMINER: Cross examination. General Counsel?

12 MR. HOPKINS: I have nothing.

13 MR. DARBY: I have a few.

14 CROSS EXAMINATION

15 Q (By Mr. Darby) Mr. Brummett, have you invited Mr.  
16 Erickson to attend this meeting that you held on the morning  
17 of March 21st?

18 A After we had the morning meeting--

19 Q No, sir, had you invited Mr. Erickson to attend the  
20 meeting that was held that morning?

21 A (No response.)

22 Q Before you met with Mr. Worley?

23 A You mean the morning meeting?

24 Q Yes, sir.

25 A Did I invite him?

1 Q Yes, sir, to attend that meeting.

2 A I don't believe I did.

3 Q All right, sir.

4 Could you have?

5 A I probably could have, yes.

6 Q You may have--

7 A But I was looking after the plumbing business. I wasn't  
8 worried about Erickson's business. I was looking out for my  
9 business.

10 Q Well, you couldn't settle the dispute without Erickson,  
11 could you?

12 A What?

13 Q You couldn't settle the dispute without Erickson, could  
14 you?

15 A Well, like I said a while ago, in other words, I was  
16 trying to--I was trying to set this thing up, because, like  
17 I said, I had people involved in this thing, and I was as  
18 interested in getting that job built as much as anybody else  
19 down there. And they had me tied up and I couldn't move.

20 Q Who had you tied up?

21 A How was that?

22 Q Who had you tied up?

23 A The picket sign had everybody tied up.

24 Q How did the picket sign have you tied up?

25 A Well, I am a union man.

1 Q Well, how did that tie you up?

2 A Well, it is just an unwritten code. I mean, a union  
3 man is not going to cross the picket line.

4 Q Well, at the time that you were holding this meeting,  
5 weren't there two entrances to the property?

6 A I couldn't answer that.

7 Q Well, from time to time, there were two entrances down  
8 there, weren't there?

9 A There was later on in the job, yes, but at that particular  
10 time I don't know whether there was two entrances or not.

11 Q All right.

12 Well, when you went across into the north gate--do you  
13 know which one was the north gate?

14 A I never went in it.

15 Q You never went in it?

16 A No, sir.

17 Q Well, did you go down there to see it?

18 A I certainly didn't.

19 Q Sir?

20 A No, sir, I was only on the job one time.

21 Q Well, you say you might have invited Mr. Erickson to  
22 the meeting?

23 A No, sir, I didn't say that.

24 Q What did you say with respect to the morning meeting?

25 A You asked me if I invited him, and I told you no, I didn't.

APPENDIX

---

IN THE  
UNITED STATES COURT OF APPEALS  
FOR THE  
DISTRICT OF COLUMBIA CIRCUIT

---

No. 22,146

---

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL 480, AFL-CIO

Petitioner

v.

NATIONAL LABOR RELATIONS BOARD  
Respondent

---

Petition to Review and Set Aside and on Cross-Petition to Enforce An Order  
of The National Labor Relations Board

---

VOLUME III  
(Pages 336 through 345)

United States Court of Appeals  
for the District of Columbia Circuit

FILED JAN 23 1969

*Nathan J. Paulson*  
CLERK

1

No Dispute With  
Any Other Employer  
I.B.E.W. Local 480

Protests  
SUB STANDARD

Wages and  
CONDITIONS

of  
Gulf Electric Constr. Co., Inc.  
Electrical Contr.

No Dispute With  
Any Other Employer

1

NATIONAL LABOR RELATIONS BOARD

15-cc-3.2

Control No. OFFICIAL EXHIBIT NO. *dc5*

Disposition

Identified ☒

Revised ☒

Revised

In the matter of

Date *6/9/67*

Witness

*Sam. Hays*

Reporter

No. Page 1

Reg. & Meeting

Local 2003

GO 15

International Brotherhood of Electrical Workers

(Date)

3/22

The first roll call was at 7:30 P. M. and opened to the form

Jim Lewis

The following are the appointments were made

The official roll call resulted as follows

President . . .	Treasurer . . .
Vice President . . .	Financial Secretary . . .
Recording Secretary . . .	Parliamentary . . .
First Inspector . . .	Second Inspector . . .

Minutes of last meeting were read and approved

Motion made & seconded to pay Business managers expenses, car and office expenses \$5.00

Motion Carried

Executive Board Minutes of meeting of 3/15/22 were read and approved.

B.M. Reports: Work has slackened considerably since last meeting. Can still get a few men on 40 Hrs. Bro Erickson reported on results of picket on Natheco Truettown job, Wood mechanical & Electrical has been awarded the Electrical labor on this job.

Application of Dennis R Goff read and referred to Executive Board

No action taken on application of John Charles Day due to <sup>fact</sup> that the application is more than 90 days old. (dilemma)



NATIONAL LABOR RELATIONS BOARD

LS-CC-3.1  
Official Letter No. 15

Disposition {  
Initiated ☒  
Referred ☒  
Solved ☐

Re: any other National Labor  
1-14-46 7-1-46 10-1-46

Page 7

Regular meeting Local No. 48

# International Brotherhood of Electrical Workers

(Date) May 24 1967

The Local was called to order at 7:30 P. M., and opened in due form.

Jim Lewis President, in the form.

The following pro tem. appointments were made:

The official roll call resulted as follows:

President . . .	Treasurer . . .
Vice President . . .	Financial Secretary . . .
Recording Secretary . . .	Foreman . . .
First Inspector . . .	Second Inspector . . .

Minutes of last meeting were read and Approved

Motion made & seconded to pay B Managers expenses, car & other expenses - \$5.00 motion carried.

E. Board minutes of May 17, 1967 were read and approved.

Trial Board minutes of May 17, 67 were read.

## BFI Reports:

Work situation still about the same - slow in town. Joyce & Son still hiring. Koonman was low on 2 story office Bldg here in town. Cox and Son has 1 man on 40 hrs. biwood job has dropped to 5 shadoys and dropped 1 crew. Now working 1 crew. Davis Elec. has started Miss. Cham job. Have been advertising for Electricians in paper. We have proof that Carpenters are not drawing prevailing wage scale, but are reasonably sure that electricians are not drawing prevailing wage scale, but no proof yet.

B.M. Reports: (continued)

Bro Erickson reported on Lebarons picket on Moore-Magee Job, also on Tracetown job at Natchez and actions of the State Building Trades Council. The lawsuit against in regards to the Tracetown Job is still pending.

It is reported that a chemical plant will be built adjacent to and on the north side of the International Paper Co Job. No starting time or cost estimate is available at this time.

Application of John E. Day was read and referred to E. Board.

Bro Erickson reported on negotiations Committee.

Bro E.D. Freeman is still in hosp., but expects to get out this week & hopes to be back to work next Monday.

Bro William Bunch, a traveler from Alton, Ill., working on <sup>at Rbg</sup> Sepe Job has suffered the loss of one eye several weeks ago.

Final approval was given to last meeting's motion to donate \$500 to 19th Sou. States Apprenticeship Conference.

Motion made & seconded to buy 18 clay vessels to be used as ash trays, at 5<sup>00</sup> each. Motion defeated.

B.M. Reports (Contd)

of the ABC - Birmingham, Ala. and is said to be fair. Has been checking with local Elec. Contractors.

Picket has been removed from Hot-Hot Tractum Job.

Had another meeting with M & J. Elec Co. No agreement signed yet.

King-Neely was low on Rankin County Hospital Job. Matthews-Elec Co. was 2nd Bidder. No contracts awarded yet.

Bras Erickson & Lewis reported on negotiations Committee.

Bro Herman Peppers' wife is in Hinds Co. Hosp.

Bro Terry Davis has been back in Hosp. for further surgery, but is now home.

Motion made & seconded to accept the proposed changes in our agreement as returned by the negotiations Committee.

Motion carried

Executive Board Local No. 80

International Brotherhood of Electrical Workers

(Date) 3-15-

1962

The Local was called to order at 8:00 P. M., and opened in due form.

W. T. Sledge

President, in the forum.

The following pro tem. appointments were made:

The official roll call resulted as follows:

President . . .	Treasurer . . .
Vice President . . .	Financial Secretary . . .
Recording Secretary . . .	Foreman . . .
First Inspector . . .	Second Inspector . . .

Minutes of last meeting were read and

APPROVED

Members Present W. T. Sledge, Richard Lang, J. T. Moss, F. H. Hisaw, AND BUSINESS MANAGER John Erickson.

Buissness MAN. ger Reports there will be NO ELECTRON POWER house AT Vicksburg AFTER Friday. The N. L. R. B. Ruled IN FAVOR OF LOCAL 480 ON the TRACE TOWN Shopping Center AT Natchez miss.

OUR Sister Local, No. 605 HAS CROSSED OUR PICKET LINE ON the Natchez miss. TRACE TOWN Shopping Center Job. B. M. Reports that we are waiting to see if Building TRADES will go back ON the job.

JERRY BUFFINGTON APPEARED before the Executive Board AS Requested ~~and~~ AND Withdrew his Application due to the FACT that he HAS ONLY WORKED AS AN APPRENTICE FOR ~~Five~~ <sup>Six</sup> (SIX) months

The Application OF John Charles Day WAS sent to the body without Recommendation OF the E. B. Meeting Adj. 9:05

International Brotherhood of Electrical Workers

(Date) April 19 1957

The Local was called to order at 7:45 P. M., and opened in the form

W. T. Sledge President, in the form

The following pre term appointments were made:

The official roll call resulted as follows:

President . . .	Treasurer . . .
Vice President . . .	Financial Secretary . . .
Recording Secretary . . .	Foreman . . .
First Inspector . . .	Second Inspector . . .

Minutes of last meeting were read and Approved

Members present- J. Moak, J. S. Hiscaw  
J. T. Moss, David Thornton, Richard Lang  
J. H. Griffin, W. T. Sledge & B. M. John  
Erickson.

B. M. reports, local 480 has won  
its second unfair labor charge that  
resulted from the Trace Town Center  
job.

Moore & Mage Contractors has an  
unfair labor charge against all local  
unions of the building trades, and also  
against the building trades.

The travel card of Conrad Upton  
was read and discussed.

Motion made not to accept  
the travel card of Conrad Upton.  
Motion carried.

Donnie Goff appeared before  
the executive board as requested.  
Several discussion was held with Goff.

Motion made to recommend to the  
body, that the application of  
Donnie Goff be accepted. (over)

International Brotherhood of Electrical Workers

(Date) 6-21 1957

The Local was called to order at 7:35 P. M. and opened in due form.

W. T. Sledge President, in the form.

The following pro tem. appointments were made:

The official roll call resulted as follows:

President . . . . .	Treasurer . . . . .
Vice President . . . . .	Financial Secretary . . . . .
Recording Secretary . . . . .	Foreman . . . . .
First Inspector . . . . .	Second Inspector . . . . .

Minutes of last meeting were read and

Approved

Members present, W. T. Sledge, J. A. Mosk, J. T. Moss, David Thornton, Richard Long, Jess Griffin & B. M. John Erickson.

B. M. reports Had meeting with M. & J. Elec. Co. to work out something on the contractor signing the working agreement. No decision has been made as yet.

Discussion was made on the Trace Town Center job about taking down the picket.

Motion made to have the B.M. Carl Dixon Pyles, for legal advice concerning the picket on the Natchez job. And if it won't help the ~~the~~ law suit against Local 480 to drop said picket from the job, then the executive board gives permission to the B.A. to withdraw said picket.

Motion Carried.

Meeting adj.

8:30 P.M.



GC 8  
10/10/67

January 20, 1967

Mr. Ed. St. John, Project Manager  
Gulf Coast Building and Supply Company  
P. O. Box 943  
Natchez, Mississippi

Dear Sir:

I have received information that the sub-contracts are being awarded on the Tracetown Center on the Highway 61 Bypass in Natchez, Mississippi.

We would like to work with you through the Natchez Building and Construction Trades Council. Your careful consideration of awarding sub-contracts to qualified contractors who abide by the State and Federal approved apprenticeship training program and pay the prevailing wage scale in this area will be appreciated. This type of contractor can give the owner assurance of skilled workmen and trouble free installation.

I am enclosing a list of electrical contractors who have agreements with Local 480, International Brotherhood of Electrical Workers. If you need names of other craft contractors or if we can be of any assistance please let me know.

Sincerely yours,

John L. Erickson,  
Secretary-Treasurer

JLE:bc  
cc/ The Mitchell Corp.

NATIONAL LABOR RELATIONS BOARD  
15-CC-32  
Case No. \_\_\_\_\_ D.F. L. EXHIBIT NO. GC 8  
Disposition \_\_\_\_\_  
In the matter of \_\_\_\_\_  
Date 10/2/67 \_\_\_\_\_  
By Page 1 \_\_\_\_\_  
Witness \_\_\_\_\_  
Reporter \_\_\_\_\_



16





RECEIVED

**BRIEF FOR PETITIONER**

CLERK OF THE UNITED  
STATES COURT OF

IN THE

**United States Court of Appeals  
for the District of Columbia Circuit**

No. 22,146

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 480, AFL-CIO**

**Petitioner**

**v.**

**NATIONAL LABOR RELATIONS BOARD**

**Respondent**

**PETITION TO REVIEW AND SET ASIDE AND ON CROSS-  
PETITION TO ENFORCE AN ORDER OF THE NATIONAL  
LABOR RELATIONS BOARD**

**United States Court of Appeals**  
for the District of Columbia Circuit

**FILED** JAN 17 1969

*Nathan J. Paulson*  
CLERK

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DIXON L. PYLES  
PYLES & TUCKER  
507 East Pearl Street  
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Attorneys for Petitioner



### **QUESTION PRESENTED**

Whether substantial evidence on the record as a whole supports the National Labor Relations Board's finding that the Petitioner Violated Section 8 (b) (4) (i) and (ii) (B) of the National Labor Relations Act as amended.

NLRB v. Highway Truck Drivers Local Union No. 107, 3 Cir. 1962, 300 F. 2d 321	19
NLRB v. International Brotherhood of Electrical Workers, Local 861, 5 Cir. 1965, 353 F. 2d 736	19
NLRB v. International Hod Carriers Local 114, 8 Cir. 1960, 285 F. 2d 397, 400-401. cert. denied 366 US 903, 81 S. Ct. 1047, 6 L. Ed. 2d 203	19
NLRB v. Local 254, Building Service Employees, 1 Cir. 1966, 359 F. 2d 289, 292	19
NLRB v. Local Union No. 55, 10 Cir. 1954, 218 F. 2d 226, 231	26
NLRB v. Truck Drivers & Helpers Local Union No. 725, 5 Cir. 1956, 228 F. 2d 791, 796	19
New Power Wire and Electric Corp., 144 NLRB 1089	39
New Power Wire & Electric Corp. v. NLRB, 2 Cir. 1964, 340 F. 2d 71, 74	19
Piezonki v. NLRB, 4 Cir. 1955, 219 F. 2d 879, 883	19
Poinsett Lumber and Mfg. Co., 107 NLRB 234 (1953)	29
Retail Fruit & Vegetable Clerks Union, Local 1017 v. NLRB, 9 Cir. 1957, 249 F. 2d 591, 595-597	19
Sailors' Union of the Pacific (Moore Dry Dock), 92 NLRB 547 (1950)	19, 20, 21, 22, 27, 32
Seafarers' International Union v. NLRB (Salt Dome Production Company), 105 US App. D.C. 211, 265 F. 2d 585, 589, 43 LRRM 2465 (1959)	19, 23, 24
United States v. Clancy, 276 F. 2d 617	31
Western, Inc., 93 NLRB 336 (1951)	29

### Statutes Cited

National Labor Relations Act, 1947, as amended, 61 Stat. 136, 29 U.S.C., §151 et seq.:	
Section 2(13)	28
Section 7	17

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Crystal Palace Market, 116 NLRB 856 (1956)	20
International Brotherhood of Electrical Workers, Local Union No. 11 (General Telephone Company of Califor- nia), 151 NLRB 1490, footnote 4	22
International Brotherhood of Electrical Workers, Local Union 11 (L. G. Electrical Contractors, Inc.), 154 NLRB 766, at page 769	22
International Longshoremen's Union, (Sun-set Line and Twine Co.), 79 NLRB 1487 (1948)	29
Local 716 Electrical Workers v. NLRB (General Electric Co.), 366 US 667, 676-679, 81 S.Ct. 1285, 6 L. Ed. 2d 592	19
NLRB v. Chauffeurs, Local Union No. 135, 7 Cir. 1954, 212 F. 2d 216, 219	19

NLRB v. Highway Truck Drivers Local Union No. 107, 3 Cir. 1962, 300 F. 2d 321	19
NLRB v. International Brotherhood of Electrical Workers, Local 861, 5 Cir. 1965, 353 F. 2d 736	19
NLRB v. International Hod Carriers Local 114, 8 Cir. 1960, 285 F. 2d 397, 400-401, cert. denied 366 US 903, 81 S. Ct. 1047, 6 L. Ed. 2d 203	19
NLRB v. Local 254, Building Service Employees, 1 Cir. 1966, 359 F. 2d 289, 292	19
NLRB v. Local Union No. 55, 10 Cir. 1954, 218 F. 2d 226, 231	26
NLRB v. Truck Drivers & Helpers Local Union No. 725, 5 Cir. 1956, 228 F. 2d 791, 796	19
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New Power Wire & Electric Corp. v. NLRB, 2 Cir. 1964, 340 F. 2d 71, 74	19
Piezonki v. NLRB, 4 Cir. 1955, 219 F. 2d 879, 883	19
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National Labor Relations Act, 1947, as amended, 61 Stat. 136, 29 U.S.C., §151 et seq.:	
Section 2(13)	28
Section 7	17

Section 8 (b) (4)	19, 22
Section 8 (b) (4) (i) (B)	16, 21, 26
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Section 10 (e)	2
Section 10 (f)	2
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### Textbooks Cited

3 Am. Jur. 2d., Agency, Sec. 78, p. 482	28
7 Am. Jur. 2d, Attorneys at Law, Sec. 122	30

IN THE

**United States Court of Appeals  
for the District of Columbia Circuit**

---

**No. 22,146**

---

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 480, AFL-CIO**

**Petitioner**

**v.**

**NATIONAL LABOR RELATIONS BOARD**

**Respondent**

---

**PETITION TO REVIEW AND SET ASIDE AND ON CROSS-  
PETITION TO ENFORCE AN ORDER OF THE NATIONAL  
LABOR RELATIONS BOARD**

---

**BRIEF FOR PETITIONER**

---



## **JURISDICTIONAL STATEMENT**

This case is before the Court on a petition to review and set aside an order of the National Labor Relations Board. The Court has jurisdiction under Section 10(f) of the Labor Management Relations Act, 1947, as amended, 61 Stat. 136. 29 U.S.C. §151 et seq. (hereinafter referred to as "the Act").

The Board has filed a cross-application for enforcement of its order. With respect to the cross-application, the Court has jurisdiction under Section 10(e) and (f) of the Act.

The Board's decision and order are reported in 172 NLRB No. 64.

## **STATEMENT OF THE CASE**

### **Introduction**

This is an appeal by the International Brotherhood of Electrical Workers, Local 480, AFL-CIO, hereinafter referred to as "Local 480", from the Decision and Order of the National Labor Relations Board (NLRB). The Board concluded that Local 480 engaged in unfair labor practices in violation of Section 8 (b) (4) (i) (ii) (B) of the Act. The Board has filed a cross-application for enforcement of the NLRB Order. Gulf Coast Building and Supply Company, Inc., hereinafter referred to as "Gulf Coast", is the Charging Party.

### **Facts In The Record**

On February 8, 1967, John Erickson, Business Manager of Local 480, was contacted by Leslie L. Flowers, an employee of Gulf Electric Construction Company, Inc., hereinafter referred to as "Gulf Electric". This company was the electrical subcontractor on the "Tracetown" project in Natchez, Mississippi. Tracetown was a shopping center being constructed by Gulf Coast, an Alabama corporation. Gulf Electric was a Florida corporation with its principal offices located in Crestview. It had no collective bargaining contract with any labor organization.

Flowers informed Erickson that Gulf Electric was paying journeymen electricians \$3.50 per hour. The area wage rate

under Local 480 contracts was \$4.30 per hour. Erickson also learned that Gulf Electric had no apprenticeship training programs, and that the working conditions of the union generally were not being observed. (Appendix, hereinafter A. 63)

Erickson received complaints from other employees of Gulf Electric, none of whom was a member of Local 480. On February 22, Erickson presented the matter to the membership of the union, and was directed to put up a picket at the Tracetown project informing the public of the fact that Gulf Electric was undermining the area wages and working conditions of Local 480. (A. 63)

On February 28, Local 480 placed a picket at the only entrance to the construction project, a single picket carried a sign on which was printed the legend:

No Dispute with Any Other Employer. I.B.E.W. Local  
480 Protests Sub Standard Wages and Conditions of  
Gulf Electric Constr. Co., Inc., Electrical Contr. No  
Dispute With Any Other Employer.  
(TXD 11. 23-35) (A. 39)

Ed St. John, the general superintendent of Gulf Coast came up to the picket line where Erickson was standing. St. John was angry and used abusive language to, about and toward Erickson. (A. 64, 180, 181). During this conversation Erickson mentioned that he had written Gulf Coast a letter on or about January 20, 1967, enclosing a Local 480 standard contract. Neither St. John nor Gulf Coast answered this letter. (A. 183, 187, 240)

On February 28, a supervisor for Gulf Electric engaged Erickson in an angry argument. (A. 209)

When the pickets were posted on the first day, Erickson told them to be on hand at 6:45 A.M. and to remain on duty until 3:15 P.M. each day, Monday through Friday. He also instructed the pickets not to engage in conversation with persons approaching the picket line. If questions were asked, the pickets were to invite the person to read the legend on the picket sign; and if the pickets were questioned

about such person's crossing the picket line, the pickets were to tell the questioner to use his own judgment; to make no objection to anyone crossing the picket line; and to make no attempt to stop anyone from crossing the picket line. (A. 65, 222, 223, 224, 241) Local 480 never attempted to stop any deliveries or cause any type of work stoppage; nor did it contact any contractors or employees of contractors on the project. (A. 65)

On March 1, 1967, Walter McCullough, who was employed by Delta Steel Company as a truck driver, came to the picket line with a load of steel consigned to Gulf Coast. McCullough's testimony as a witness for the General Counsel as to what occurred at that time is as follows:

"Q. All right.

"What did you observe or what happened when you got to the Tracetown Shopping Center?

"A. Well, there was two boys toting the picket signs, and I pulled my truck upon the side of the road and got out and walked up there where they was at.

"Q. All right.

"Tell us what was said and what happened at that time?

"A. I asked them was they on strike, and they told me to just read the sign. They said they couldn't keep me from going in there if I wanted to cross it. I told them that I didn't want to cross it. (A. 135)  
(Emphasis added.)

"Q. What did the picket say then, if anything?

"A. I don't know exactly what it had. It just said on strike.

"Q. What did he say to you?

"A. He asked me was I going to cross, and I told him that I wasn't going to cross. And he told me that he appreciated me not crossing it.  
(Emphasis added.)

**"Q. All right.**

**"A. And I left and went to call my boss, and I told him that they were on strike, and he told me not to cross it. (Emphasis added.)**

**"Q. O. K.**

**"Now, after you called your boss, did you return?**

**"A. Yeah, I come back up there and I met the superintendent, and he asked me was I going to carry the steel across, and I told him no. And he told me to carry it back to Jackson. And I told him that I would go call my boss man. And in the meantime, he got in the truck and pulled it over on the job. And when I seen him, I come out and tried to stop him. He rolled the windows up and locked the door, and he pulled it on in on the job. (A. 136)**

**"Q. All right.**

**"Did you see others, any others come on, or attempt to come on to the job site that morning?**

**"A. Yes, sir, they come. Some went across and some wouldn't cross.**

**"Q. Did you hear the picket say anything?**

**"A. No, he just told them to read the sign. That's all that he told them. (Emphasis added.)**

**"Q. All right.**

**"What would he say to the people as they were coming across the line?** ----

**"A. They would ask him what was the trouble and he just pointed to the sign and told them to read the sign, that he couldn't keep them from crossing.**

**"Q. He said what?**

**"A. That they couldn't keep them from crossing. He told me that but I didn't cross it. (A. 137, 138.) (Emphasis added.)**

On cross examination, McCullough testified:

"Q. (By Mr. Pyles) Mr. McCullough, I believe you testified that the pickets . . . told you that they couldn't keep you from crossing if you wanted to cross?

"A. That's right.

"Q. Did Mr. Erickson tell you that you could cross if you wanted to?

"A. Yes, sir.

"Q. And your refusal to cross was your own judgment?

"A. My own judgment, yes sir. (Emphasis added.)

"Q. And I believe you testified that you called your boss, and he told you not to cross.

"A. Yes sir, he told me not to cross. (A. 138.)

On redirect examination, McCullough testified:

"Q. (By Mr. Darby) Did anybody tell you that the strike wasn't against . . . Did anybody tell you who the strike was against?

"A. He just told me . . . Well Mr. Gray, I believe, told me that it was an illegal picket line, but I told him I still wouldn't cross it.

"Q. Who is Mr. Gray?

"A. That was the superintendent, I reckon, on the job.

"Q. Did any of the pickets of Mr. Erickson's tell you who the strike was against?

"A. No, sir.

\* \* \* \* \*

"When the driver came back out of there from Tucker Steel, he asked them what the strike was about and they told him to read the sign." (A. 145.)

"Trial Examiner: Did you talk to both of them?

"The Witness: Yes, sir.

"Trial Examiner: So the three of you put your heads together, or did you talk to them individually?

"The Witness: No, sir, I tried to talk to them individually. And I just told them that when I walked up there, they just told me not to cross the picket line. (Emphasis supplied.)

"Trial Examiner: You talked to each of them?

"The Witness: Yes sir.

"Trial Examiner: I have nothing further." (A. 143, 144)

From February 28 to March 22, the pickets maintained the same standard of conduct as described in the above set forth testimony. At all times the picketing was peaceful.

On March 21, Erickson was informed by Ralph Brummett, Business Manager of the Plumbers' and Pipefitters' local union with headquarters in Jackson, Mississippi, that Bruce Worley, Assistant Vice President of the Gulf Coast, had requested a meeting with the Natchez Building Trades Council. Erickson was in Vicksburg, Mississippi, and was contacted by Brummett at a restaurant via long distance telephone.

Worley made his request for a meeting to Clayton Spillman, Business Agent for the Natchez Laborers' Local and Brummett.

The Natchez Building and Construction Trades Council was at no time active and functioning as a labor organization. Neither Spillman nor Brummett was ever an agent of Local 480.

During the night of March 21, Joe Wood, of Wood Mechanical Contractors, and J. B. Fleming, the general superintendent of Gulf Electric, met in Jackson, Mississippi, at Worley's instigation and insistence, to attempt to formulate a satisfac-

tory plan for the handling of the wages and working conditions of the electricians employed by Gulf Electric. Erickson had nothing to do with initiating, nor did he attend, the meeting. His knowledge of what transpired was conveyed to him in telephone messages from Wood and Brummett at various times during the night of March 21.

At 6:45 A. M. on Wednesday, March 22, Erickson received a telephone call from one of the pickets on the Tracetown project. The picket informed Erickson that "Worley was out there raising hell, and wanting to know why the picket line was still there." Since the picket had received no instructions to remove the picket sign, he asked Erickson for advice. Erickson told the picket he knew of no reason to take the sign down, and instructed the picket to continue to patrol the entrance to the project. (A. 242)

Approximately thirty minutes after the call from the picket, Erickson received a call from Worley. The Gulf Coast official stated to Erickson that Local 480 had no reason to continue the picketing, since "We have a contractor on the job who is living up to the union wage scale and working conditions."

Erickson asked Worley what he was talking about. Worley then stated to Erickson that "they" had a contractor on the job who was going to pay the prevailing wage scale and provide union working conditions to the electricians on the job. Worley assured Erickson that the machinery for accomplishing this arrangement was then in the process of being finalized. The Gulf Electric official further told Erickson that it would take a little time to complete the details of the arrangement.

Relative to this conversation, Erickson, (A. 242) testified:

"The Witness: I told him that I didn't know of any reason that the picket signs should not be up, and he told me that they were working on a basis that I would have no reason to put the picket signs on, or that I would have no reason to keep them on, and under good faith, if I would give them a chance, that they would try to work it out that day. And I believe his words were, 'The

machinery is working, and it will take a little bit of time;' and I said 'Under good faith, I will take it down. Have the picket carrier call me'."

- A. I had Mr. Worley bring the picket carrier over to his office, and I told him to take it off, with the intention, like you said, in good faith."

Shortly after the conversation with Worley, the picket called, and Erickson instructed him to remove the sign.

Later in the day of March 22, Brummett called Erickson and told him that Wood and Fleming were attempting to work out an agreement whereby Wood would handle the wages and working conditions of the electricians on the job. After Brummett's call, Joe Wood telephoned Erickson to ask what Erickson's attitude was with respect to the nonunion electricians of Gulf Electric working on the Tracetown project. Wood was seeking Erickson's assurance that Gulf Electric's employees could continue working. Erickson informed Wood that as far as he was concerned, the nonunion electricians of Gulf Electric could continue working on the job, and that Local 480 would not, under any circumstances, accept any dues from such employees. (A. 68)

Local 480 had a membership meeting on the night of March 22. Erickson's testimony with reference to his report to membership on the Tracetown project is (A. 276) as follows:

"Q. All right.

"Would you tell me what you reported to the membership with regard to the Tracetown picketing?

"A. To the best of my knowledge, I will, sir. I reported to them what had happened, the phone conversation with Mr. Worley and myself, and that the machinery was being worked out by Gulf Coast Electric and Gulf Coast Supply, with Mechanical, to include the prevailing wage scale and the substandard wages—the substandard working conditions, and that I saw fit that morning to remove the picket sign.



Erickson testified that the wording set forth in the minutes of the membership meeting was not correct. (A. 276, 320)

Following the membership meeting, Wood called Erickson and told him that Fleming and Gulf Electric would not pay the prevailing wage scale. Erickson's testimony (A. 320, 321) is as follows:

"Q. What did Mr. Wood tell you?

"A. He told me that Mr. Fleming would not pay the prevailing wage scale and that they could not get together.

Following Wood's message, Erickson and the President and Executive Board Chairman of Local 480 ordered that the picket line be re-established at the Tracetown project.

On Thursday, March 23, at approximately 10:00 A.M., Erickson went to the re-established picket line at the Tracetown project. There he was approached by Worley and Fleming. Worley asked Erickson if he would come to Worley's office and let him explain why he was not able to keep his word when he had earlier said that an agreement had been made to abide by the area wage standards and working condition of Local 480. Erickson went to Worley's office which was located in a trailer on the Tracetown property.

In Worley's office Fleming stated that Gulf Electric in the past had done jobs on government bases. On such jobs, Gulf Electric had always paid the union wage scale. He asked Erickson if Gulf Electric agreed to pay the union wage rate on the Tracetown job, would Local 480 have any objection to Gulf Electric doing the job. Erickson assured him that Local 480 would have no objection to Gulf Electric continuing to do the electrical work. (A. 67, 311, 314, 315, 316)

Fleming said that he had not computed the job on the basis of the union wage rate, and he asked Worley if Gulf Coast would pick up the tab for the extra amount. Worley said that Gulf Coast would do that, and he then asked Fleming to give him an estimate, that day, as to how much additional money would be involved. Fleming said he thought he could do that without going back to his office in Crestview. Worley wanted to know of Erickson whether he was leaving town

right away. Erickson said that he was not. Worley then wanted to know if Erickson would check with him later that afternoon. Erickson told Worley that in order for Local 480 to be assured that the union scale and conditions were in fact going to be paid and observed, Worley should have his attorney, Mr. Darby, contact the union lawyer, Mr. Pyles. Worley said he would do that. However, Darby never contacted Pyles. Erickson asked Fleming to contact his people on the job and have them quit throwing gravel on the picket carriers. He said he would do so.

Fleming, during the conversation, admitted that Gulf Electric was not paying the union scale and would not do so unless Gulf Coast or Mitchell did something about it!

Fleming did not offer to sign a contract with Local 480. He said he was a nonunion shop out of Crestview, Florida, and that Gulf Electric had no intention of signing any union contract. Erickson told him that he wasn't down there to try to get him to sign a contract; that, in the first place, Erickson could not sign a contract with Gulf Electric even if Local 480 wanted to, since a contract would have to be negotiated with the IBEW Local in Gulf Electric's home area in Crestview, Florida.

Fleming asked Erickson just what it was that Local 480 wanted. Erickson told him that the union only wanted Gulf Electric to pay the area union scale and provide area working conditions, and that Local 480 did not want Gulf Electric to tear down local wages and working conditions. Erickson said that the union wanted just what was stated on the picket sign.

Later, in the afternoon of March 23, Erickson went back to Worley's office. However, he was unable to see Worley. Erickson left a message with Worley's secretary stating that he was leaving Natchez and returning to Jackson.

On direct examination relative to the March 23 conversation, Worley testified:

" . . . I said what if I, representing Gulf Coast Building and Supply Company, were to assume the differential in cost, whatever that might be, and the Gulf Electric Company would agree to pay the wage rate, would this be satisfac-

tory?" (A. 298, 299.) "Mr. Erickson said he didn't know . . ." (A. 299.) "I once again made the offer or I asked Mr. Fleming how much money I was talking about if I assumed to pay the differential between the established union scale and what he had estimated as a wage scale for his job." (A. 299.) (Emphasis added.)

On cross examination he testified:

"Q. At that time didn't Mr. Erickson tell you that all he wanted was for the Gulf Electric people to pay the union wage scale and live up to the working conditions, and there was a good deal of discussion at that time about the apprenticeship program. (A. 310.)

The Trial Examiner sustained Mr. Darby's objection to the form of question. (A. 310.)

Worley was then asked about the discussion concerning the bonding of the apprenticeship program, and he answered:

"A. There was a lengthy discussion, and I believe these subjects were mentioned in the discussion. (A. 311.)

"Q. Now, didn't Mr. Erickson tell Mr. Fleming that all he wanted was for him to pay these wages and live up to the conditions?

"A. I don't know." (A. 311.) (Emphasis added)

Worley testified he never knew whether Gulf Electric ever increased the wages of the electricians working on the project; and that since it was the business of Gulf Electric he would not necessarily know about the wages.

The Trial Examiner refused to permit any testimony relative to the Section 303 suit for damages filed against Local 480 in the District Court. (A. 312.)

Erickson testified that he told Fleming that all he expected was the payment of the prevailing wage scale and the standard working conditions. (A. 314, 315.) In his affidavit to the Board Agent (A. 69, 70), Erickson stated:

"In Worley's office Mr. Fleming said that Gulf Electric had done jobs on government bases, that they had always paid the scale. He asked me whether if Gulf Electric paid the scale on the Tracetown job did I have any objection to Gulf Electric. I told him that I did not. Fleming said that he had not figured that kind of money into the job. The other man with him said that that was so. Fleming then asked Worley if Gulf Coast would pick up the tab for the extra amount. Worley said Gulf Coast would do that and asked Fleming to give him an estimate that day as to how much would be involved. Fleming said he thought he could do that without going back to his office in Crestview. Worley wanted to know of me whether I was leaving town right away. I said that I was not. He then wanted to know if I would check with him later that afternoon. I told Mr. Worley that in order that we might be assured that union scale and conditions were in fact going to be paid by Gulf Coast, that he (Worley) should have his attorney, Mr. Darby, contact my Attorney, Mr. Pyles. Worley said he would do that. The only further conversation I can recall was that I asked Mr. Fleming to contact his people on the job and have them quit throwing gravel on the picket carriers. He said he would do that.

"Fleming made no mention of how much extra it would cost them to pay union scale while I was present in Worley's office at that time. Fleming at no time during this conversation said that he thought that he was paying union scale. He in fact said that he was not paying the union scale and would not unless Gulf Coast or Mitchell did something about it. Mr. Fleming at no time during this conversation offered to sign a contract with Local 480. In fact, he said he was a nonunion shop out of Crestview, Florida, and had no intention of signing any union contract. I told him that I wasn't down there to try to get him to sign a contract in the first place and that anyway I couldn't sign a contract with him even if he wanted to, that if he signed a contract it would have to be with someone in his home area. At some point in the conversation, Mr. Fleming asked me just what it was that we wanted. I told him that we wanted the contractor to pay the area union scale and provide area working union conditions and that we wanted the contractor not to tear down local wages and working conditions. I believe that

at some point during the conversation I also said that what we wanted was just what was on the picket sign. I told them that when they first walked out to the picket line that morning. Mr. Worley asked me whether if the contractors paid union scale and provided union working conditions, would it end the dispute. I answered by telling Mr. Worley to have Mr. Darby call Mr. Pyles."

"Because Mr. Worley had asked me to, later that day I went back by his office before leaving town to see him. He was either busy or out, so I left a message with the secretary in the office stating that I was leaving town and that I had been unable to contact Mr. Pyles."

Erickson stated he wanted Darby and Pyles to work out the agreement and the method of policing the same; and to reach an understanding on the dismissal of the Section 303 damage suit filed by Gulf Coast against Local 480. With reference to the contract offer. (A. 299), Worley testified:

"Then Mr. Fleming offered to sign an agreement with Mr. Erickson, a working agreement, for that job only. Mr. Erickson replied that he was not in a position to sign any agreement with Mr. Erickson [Fleming], that would have to come from within his own jurisdiction out of Pensacola, Florida, I believe."

Worley also testified concerning the meeting between Wood and Fleming relative to union rates:

"They also discussed different area wage rates, and Mr. Fleming told Mr. Erickson what he had paid journeymen in different areas in which they operated." (A. 298, 299.)

All of the above testimony reveals that Fleming and Worley were thoroughly familiar with the union wage rates and working conditions, and did not need a copy of the Local 480 contract with other electrical contractors. It also reveals quite clearly that Respondent's only desire—object—was to obtain the payment of union wages and conditions prevailing in the area.

Worley testified that on March 25, he called Dixon L. Pyles,

attorney for Local 480 (A. 303). Pyles stated to the Trial Examiner he did not recall having talked with Worley on that date. (A. 303.) Worley testified: (A. 304, 305).

" . . . I told Mr. Pyles that I would appreciate him doing whatever he could, because if I moved machinery up there to mix my own concrete, that it was an irreversible process, and that was exactly how we would be mixing concrete, and that we would not be employing Mr. Spillman's people or anyone else. We would have to do it as best we could, even at an expense to us.

"Mr. Pyles said he would look into it.

"Q. Did you receive further response from Mr. Pyles?

"A. As to the outcome of my statements, no."

At no time material hereto did Gulf Electric ever pay the union the standard wage rate to its employees or put into effect the standard working conditions in the area.

Erickson testified (A. 194, 120) that he instructed the pickets to keep track of persons going in and out of a new south gate which was installed for Gulf Electric employees, by keeping a list. The purpose of keeping the list was to find out if the employees of Gulf Electric or any electric contractor, or their suppliers, were going through the gate. (A. 220, 221, 222.)

Worley testified that the second or south gate was destroyed early in June when it was necessary to build a service road. (A. 308, 309.) When the south gate was eliminated, Erickson moved the pickets back to the north gate which was then the only entrance to the project. The picketing continued at this entrance until June 23, when Local 480 voluntarily removed the picket line.

#### **Proceedings Before the Regional Director, General Counsel and NLRB**

On March 6, 1967, Gulf Coast filed an unfair labor practice charge against Local 480, charging a violation of 8 (b) (4)

(i) (B). The case was assigned number 15-CC-300. the gravaman of the charge was that, from February 28, 1967, Local 480 engaged in acts which induced and encouraged individuals to strike and refuse to perform services with an object of forcing or requiring Gulf Coast to cease doing business with Gulf Electric; and to force Wood Mechanical Contractors and Delta Steel Company to cease doing business with Gulf Coast. The charge was assigned to Board Agent Stalder for investigation.

On March 14, 1967, the Regional Director wrote a letter to Dixon L. Pyles, attorney for Local 480, advising that the charge in the above-captioned matter had been withdrawn with his approval.

On March 28, 1967, Gulf Coast filed a second charge against Local 480. The union was again charged with violating 8 (b) (4) (i) (B). The 15th Region assigned Case No. 15-CC-302 to this charge. The wording was exactly the same wording as that contained in Case No. 15-CC-300.

Agent David L. McComb was assigned to investigate the second charge.

Regional Director LeBus wrote on April 13, 1967:

"As a result of the investigation, it appears that further proceedings are not warranted at this time. The investigation disclosed that the picketing has at all times been conducted in accordance with **Moore Drydock** standards. Other evidence is not sufficient to establish that the named labor organization, in establishing and conducting the picketing, has had other than a lawful, primary object. I am, therefore, refusing to issue complaint in this matter." (A. 10)

Gulf Coast asked for and was granted an appeal in Case No. 15-CC-302. On July 18, 1967, the Director of the office of Appeals notified counsel that the appeal had been sustained. (All picketing had voluntarily ceased on June 23.)

On July 25, 1967, a third charge was filed against Local 480. The third charge was denominated an amended charge and was numbered 15-CC-302. Local 480 was now charged with violating 8 (b) (4) (i) (ii) (B). The gravamen of this

charge was that Local 480, had since February 28, engaged in "and is engaging in" and induced and "is inducing and encouraging," the employees of Gulf Coast, Wood and Delta to engage in a strike or concerted refusal to perform services: and had threatened, coerced and restrained Gulf Coast, Wood and Delta to cease doing business with Gulf Electric.

On August 22, 1967, Director LeBus filed the instant complaint against Local 480. Local 480 timely filed, on October 3, its answer denying all of the material allegations of the Complaint. The Trial was begun on October 9 and concluded on October 11. The Trial Examiner issued his decision on January 24, 1968, finding that Local 480 had engaged in certain unfair labor practices, and made certain recommendations.

### **STATUTES INVOLVED**

The statutes involved in this case are three sections of the National Labor Relations Act as follows:

1. Section 7 (29 USC §157), which reads:

**"§ 157. Right of employees as to organization, collective bargaining, etc.**

"Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in section 158 (a) (3) of this title. July 5, 1935, c. 372 § 7, 49 Stat. 452; June 23, 1947, c. 120, Title I, § 101, 61 Stat. 140."

2. Section 8 (b) (4) (B) (29USC § 158 (b) (4) (i) (ii) (B)) which reads:

**"§ 158. Unfair labor practices**



\* \* \* \* \*

“(b) It shall be an unfair labor practice for a labor organization or its agents—

\* \* \* \* \*

“(4) (i) to engage in, or to induce or encourage any individual employed by any person engaged in commerce or in an industry affecting commerce to engage in, a strike or a refusal in the course of his employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities or to perform any services; or (ii) to threaten, coerce, or restrain any person engaged in commerce or in an industry affecting commerce, where in either case an object thereof is—

\* \* \* \* \*

“(B) forcing or requiring any person to cease using, selling, handling, transporting, or otherwise dealing in the products of any other producer, processor, or manufacturer, or to cease doing business with any other person, or forcing or requiring any other employer to recognize or bargain with a labor organization as the representative of his employees unless such labor organization has been certified as the representative of such employees under the provisions of section 159 of this title: **Provided**, that nothing contained in this clause (B) shall be construed to make unlawful, where not otherwise unlawful, any primary strike or primary picketing;”

3. Section 13 (29 USC § 163), which reads:

“§ 163. **Right to strike preserved**

“Nothing in this subchapter, except as specifically provided for herein, shall be construed so as either to interfere with or impede or diminish in any way the right to strike, or to affect the limitations or qualifications on that right. July 5, 1935, c. 372, § 13, 49 Stat. 457; June 23, 1947, c. 120, Title I, § 101, 61 Stat. 151.”

## SUMMARY OF ARGUMENT

The legality of picketing at a common situs in the construction industry is determined by the standards set forth in **Moore Dry Dock**.<sup>1</sup> Congress, in enacting Section 8 (b) (4) is reported to have attempted to balance the objective of preserving the right of labor organizations to apply concerted economic pressures on offending employers in primary labor disputes with the right of unoffending employers and others to be shielded from such pressures in the controversies where the latter were neutral. This has turned out to be a difficult task for the Board.

Where primary and secondary employers have separate work sites the problem of determining whether union activity amounts to secondary pressure is relatively easy. A more difficult problem is presented in situations where two or more employers are performing separate tasks on common premises.

In 1950, the Board is deciding cases arising under Section 8 (b) (4) evolved criteria to be followed in determining whether picketing at a common situs was primary or secondary. In **Moore Dry Dock** it was said that picketing is primary if: (1) the picketing is strictly limited to times when the situs of dispute is located on the secondary employer's

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<sup>1</sup>**Sailors' Union of the Pacific (Moore Dry Dock)** 92 NLRB 547 (1950). The Courts have approved the Board's application of **Moore Dry Dock** standards in: **Local 761 Electrical Workers v. NLRB** (General Electric Co.), 366 US 667, 676-679, 81 S. Ct. 1285, 6 L. Ed. 2d 592; **NLRB v. Truck Drivers & Helpers Local Union No. 728**, 5 Cir. 1956, 228 F.2d 791, 796; **NLRB v. International Brotherhood of Electrical Workers, Local 861**, 5 Cir. 1965, 353 F.2d 736; **NLRB v. Local 254, Building Service Employees**, 1 Cir. 1966, 359 F. 2d 289, 292; **New Power Wire & Electric Corp. v. NLRB**, 2 Cir. 1964, 340 F. 2d 71, 74; **NLRB v. Highway Truckdrivers Local No. 107**, 3 Cir. 1962, 300 F.2d 317, 321; **Piezonki v. NLRB**, 4 Cir. 1955, 219 F. 2d 879, 888; **NLRB v. Chauffeurs Local Union No. 135**, 7 Cir. 1954, 212 F.2d 216, 219; **NLRB v. International Hod Carriers Local 1140**, 8 Cir. 1960, 285 F.2d 397, 400-401, cert. denied, 366 US 903, 81 S. Ct. 1947, 6 L. Ed. 2d 203; **Retail**

<sup>2</sup>**Fruit & Vegetable Clerks Union, Local 1017 v. NLRB**, 9 Cir. 1957, 249 F.2d 591, 595-597; **NLRB v. Local Union No. 55**, 10 Cir. 1954, 218 F.2d 226, 231; **Seafarers International Union v. NLRB**, 1959, 105 US App. D.C. 211, 265 F.2d 585, 589.

premises: (2) at the time of the picketing the primary employer is engaged in its normal business at the situs; (3) the picketing is limited to places reasonably close to the locations of the situs; (4) the picketing discloses clearly that the dispute is with the primary employer. The facts in this case clearly disclose that all of the four criteria existed.

This and other Courts have approved the Board's general application of the **Moore Dry Dock** standards. The Board has generally applied these standards.

Section 8 (b) (4) in proscribing the secondary boycott does not distinguish between general contractors and subcontractors. In this case the Trial Examiner and the Board find in effect that Local 480 had an unlawful intent because the union had a dispute with the electrical subcontractor; and that the picketing of the subcontractor subjected the general contractor to a loss of the services of some of his own employees and the loss of service of some of the employees of other subcontractors. Therefore, since the controversy was with the subcontractor, the impact was greater than it would have been had the dispute been with the general contractor.

The Board in **Crystal Palace Market**, 116 NLRB 856 (1956) said that **Moore Dry Dock** standards should apply to all common situs principles, including cases where, as here, the picketed premises were owned by the general employer. An unlawful object, under Section 8 (b) (4), was inferred from the fact that the union picketed the subcontractor and the impact was felt by the general contractor. The Board confused effect with object. The effect on some of the employees of Gulf Coast and certain of the workers of other subcontractors was merely an incident of picketing of Gulf Electric by Local 480.

The Trial Examiner and the Board in this case promulgated a strange and strained rule with respect to agency. By the mere reason of his employment as an attorney, Dixon Pyles was adjudicated to be the agent of Local 480; and an unlawful object attributed to the union in the labor dispute by the alleged act of Worley having telephoned the lawyer.

The policies of the Act would be best effectuated by a reversal of the Board's order and the dismissal of the complaint.

## ARGUMENT

### I. THE ACTIVITIES OF LOCAL 480 CONFORMED IN ALL RESPECTS TO THE CRITERIA PRESCRIBED BY THE BOARD IN **MOORE DRY DOCK**

The totality of the evidence in this record clearly reveals that Local 480 did not violate Section 8 (b) (4) (B) of the Act; that at all times the union engaged in lawful area standards picketing; that its picketing was solely for the lawful object of protesting the payment of wages less than those prevailing under the union's contracts in the area; and that such picketing was conducted in accordance with **Moore Dry Dock** standards.

The sign, as reproduced at page 3 of the Trial Examiner's Decision, is consistent with that objective and meets the **Moore Dry Dock** requirements of listing the contractor with whom Local 480 had its dispute and limited that dispute to that contractor alone. It is also significant that, when the separate "south gate" was established on March 15 or March 30 for the use of Gulf Electric employees, carriers and suppliers, Local 480's picket was moved from the general gate to the Tracetown project to the south gate (TXD, at pp. 3-4. A. 39-40). If Local 480 had wished to enmesh the employees of other contractors in its dispute with Gulf Electric, its most logical step would be to leave the picket at the main gate of the project. Instead, the immediate removal of the picket to the newly-established south gate reveals Local 480's intention throughout the events in question to conduct its picketing in conformity with **Moore Dry Dock**.

The Trial Examiner found that the picketing was not lawful primary picketing under **Moore Dry Dock** because Erickson, the Union Business Manager, did not seek permission from the Charging Party to picket within the project at the place or places where Gulf Electric employees were actually at work. (TXD, p. 7. A. 43). However, the Board

in its decision and order<sup>2</sup> declined to rely upon the conclusions of the Trial Examiner in this respect. Local 480 in every way limited its dispute with Gulf Electric in accordance with **Moore Dry Dock** standards and, as of April 13, 1967, it was advised by the Regional Director that it had succeeded in doing so! The Union's intention to limit its dispute is strongly evidenced by the removal of its picket at the main gate to the separate south gate as soon as the latter was established.

In adopting the Trial Examiner's findings, the Board, in effect, found that the Union's object was something other than a lawful area standards protest. To reach his conclusion the Trial Examiner relied on certain other factors listed in pp. 7-8 of his Decision. (A. 43-44) His reliance on each is misplaced. Item No. 1, relating to **Moore Dry Dock** picketing, has been discussed hereinbefore. Items Nos. 2 and 3 indicate the **effect** or **results** of the picketing; or the Union's interest in the effects of the picketing. These Items do not, however, establish an unlawful object. It is only the object which is proscribed under Section 8 (b) (4). This distinction—between effect and object—is fundamental to any examination of the legality of conduct under Section 8 (b) (4). Unfortunately for Local 480, it is a distinction which is either overlooked or confused by the Trial Examiner throughout his Decision. This critical distinction has nowhere been better defined than by the United States Court of Appeals for the District of

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<sup>2</sup>Board Decision and Order, Note 1, which reads:

In affirming the Trial Examiner's finding of an 8 (b) (4) (B) violation, we do not, in the circumstances of this case, rely upon his conclusion that evidence of Respondent's unlawful object was reflected in the fact that Respondent's picketing did not conform to the standards set forth in **Sailor's Union of the Pacific, AFL (Moore Dry Dock Company)**, 92 NLRB 547, in that Respondent "did not seek permission from Gulf Coast [the general contractor] to picket inside the Tracetown project closer to where Gulf Electric's employees were working."

Member Fanning, in agreeing that Respondent violated Section 8 (b) (4) (i) (ii) (B) of the Act, relies only on evidence that Respondent's pickets induced McCullough, an employee of a neutral employer, to refuse to cross the picket line. See his general views as expressed in **International Brotherhood of Electrical Workers, Local Union No. 11 (General Telephone Company of California)**, 151 NLRB 1490 footnote 4; and **International Brotherhood of Electrical Workers, Local Union 11 (L. G. Electrical Contractors, Inc.)**, 154 NLRB 766 at p. 769.

Columbia Circuit in *Seafarers' International Union v. NLRB (Salt Dome Production Company)*, 265 F. 2d 585, 43 LRRM 2465 (1959). In pertinent part, the Court there stated as follows:

"The second critical consideration is whether the Union induced or encouraged the employees of Todd to refuse to work on the Pelican, with the object of forcing Todd to cease doing business with Salt Dome. The determining factor is the objective, the intendment, of the strike. (*NLRB v. International Rice Milling Company*, 341 U. S. 665, 71 S. Ct. 961, 95 L Ed 1277 (1951); *NLRB v. Denver Bldg. & Const. Trades Council*, 341 U. S. 675, 71 S. Ct. 943, 95 L Ed 1284 (1951); *International Brotherhood of Electrical Workers, etc. v. NLRB*, 341 U. S. 694, 71 S. Ct. 954, 95 L Ed 1299 (1951); *Local 74, United Brotherhood of Carpenters, etc. v. NLRB*, 341 U. S. 707, 71 S. Ct. 966, 95 L Ed 1309 (1951). The statute forbids a strike if an object of the strike is to induce a person not the primary employer or an employee of his to take some action such as ceasing to do business with the primary employer. The cases recognize the very practical fact that, intended or not, sought for or not, aimed for or not, employees of neutral employers do take action sympathetic with strikers and do put pressure on their own employers. The Supreme Court has described all this and delineated the rules in the series of cases we have cited. The question is the objective. In the case at bar, if the objective of the strike encompassed Salt Dome only, it was legal. If its objective was partly Todd or its employees, it was illegal. The difference is in whether the effect on Todd's workers was an objective of the strike or was merely an incident of it. The line is fine, but we think the Board erred in some aspects of its consideration and these errors led to an erroneous conclusion on the point. 43 LRRM at 2468. (Emphasis is original.)

\* \* \* \* \*

"Certain witnesses testified the Union 'hoped', or 'had a hope', that Todd employees would support it in its strike. The Board put considerable reliance on that testimony. But hope and objective cannot be equated. Unions, like

many other organizations, may hope for many things without making those things objects of their programs. Men have many hopes which are objectives of action. If the statutory clauses here involved were to be interpreted as forbidding any strike in which a labor organization hoped that another employer would cease doing business with the primary employer, almost all strikes would be outlawed; we would suppose that almost all strikers hope other employees will support them, with the natural results of such support.”  
43 LRRM at 2469-70.

The quoted testimony of Spillman and Erickson set forth in the Trial Examiner's Decision at page 5 (A. 41) falls into the classification of the testimony discussed by this Court in *Seafarers'* case, cited *supra*.

There is a further reason for refusing to rely on the quoted minutes of the March 22 membership meeting (TXD, at p. 7. A. 43). Erickson testified (A. 277-278) that the entry quoted is erroneous and was a mistaken assumption on the part of the recording secretary. He added that Wood Mechanical and Electrical Company had not been awarded any electrical contract and that the actual statement in his report was that a solution was being attempted to the dispute between Local 480 and Gulf Electric. Moreover, Erickson's testimony in this regard stands uncontradicted and is not improbable or unreasonable. However, even if the minutes stand as indicated in the Trial Examiner's Decision, neither item 2 nor 3 reflects any unlawful object of Local 480, for the reasons just stated.<sup>3</sup>

Item No. 4 allegedly relates the events of March 23 and a subsequent telephone call on March 25. The Trial Examiner's account of the March 23 meeting reflects only a minute portion of the full testimony concerning the meeting, however, and an examination of all pertinent testimony relating to those

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<sup>3</sup>Similarly, the reliance by the Trial Examiner on the testimony of witnesses Spillman and Erickson, at p. 5 of his Decision, for the purpose of demonstrating an unlawful object on the part of Respondent is erroneous. Neither establishes object, and Erickson's statement in particular shows, at most, that individual craftsmen may exercise their statutorily protected right to observe a lawful picket line.

events leads one to a conclusion radically different from that reached by the Trial Examiner in this regard. For this reason, the Court's attention is respectfully directed to the lengthy excerpts of this testimony set forth in the Statement of the Case, *supra*. (Note also A. 68-72, 297-299, 310-312, 314, 315, 320-321, 500-02, 542-48, 551, 560, 567-68.) In short, the Trial Examiner's statement of the gist of the meeting is factually unsupported by the full record, and his conclusion drawn therefrom is erroneous. In any event, we are left at best with contradictory testimony as to what transpired. On this state of the record, it is judicially incorrect to conclude as did the Trial Examiner and the Board that the General Counsel had met the burden of proving an unlawful object on the part of the Union.

Item No. 5 (TXD, at p. 8, A. 44) is relied on as further evidence of an unlawful object. This consists of a statement given by Erickson to the Board agent investigating the case in which he stated that, during the March 23 conversation attempting to resolve the dispute, Erickson promised to send either Worley or Fleming a copy of the union contract, but that he did not do so. It also includes an admission by Erickson that, prior to establishing the picket line, he did not contact any official of Gulf Electric concerning the wages being paid by Gulf Electric. With respect to the former, the Statement of the Case, *supra*, reveals that (1) Erickson had sent a copy of the contract to Gulf Electric, on or about January 20, in a letter which Gulf Electric did not bother to answer, and (2) the attempted negotiations around March 23 to resolve the dispute failed, after which there was nothing to be gained by forwarding another copy of the contract. As to the failure of Erickson to check with Gulf Electric to determine the latter's wage rate prior to establishing the picket line, the answer is quite simple: Erickson had no need to contact Gulf Electric because he already had tangible evidence of that company's wage rates. Thus, the record reveals (A. 63, 330-331), that Erickson learned from Gulf Electric employee Flowers that that company was paying its electricians at the rate of \$3.50 an hour; contrasted with Local 480's contract rate of \$4.30 an hour. The record references immediately above establish this fact. Moreover, counsel for Local 480 attempted to introduce into evidence a pay check to Flowers which represented the tangible evidence



in Erickson's possession in early February 1967, prior to the institution of the picket line. The Trial Examiner, however, did not accept the check into evidence. The record testimony demonstrates that Erickson knew the discrepancy between the union wage rate and that of Gulf Electric, thus obviating any necessity to inquire directly from Gulf Electric of its wage rate.

A careful examination of each of the factors relied upon the Trial Examiner and the Board to show an unlawful object thus reveals that none has merit. The finding of an unlawful object should, therefore, be reversed.

Local 480 did not violate Section 8 (b) (4) (i) (B) by unlawfully inducing employees of neutral employers to observe its picket line.

We have dealt at some length above with the Trial Examiner's conclusions and the Board's affirmance thereof to the effect that the Union's picketing violated Section 8 (b) (4) (i) (ii) (B), and it has been shown that it was error to so conclude. The Trial Examiner found that two other incidents constituted violations of Section 8 (b) (4) (i) (B), both of which findings are unsupported by the record.

First, the Trial Examiner found (TXD, at p. 5, A. 41) that the pickets, Robinson, Laird or Walters, orally appealed to Walter McCullough, a truck driver employed by Delta Steel Company, not to cross the picket line. To support his finding, he set forth two questions directed to McCullough by the Trial Examiner and the latter's answers. As reprinted in great detail in the Statement of the Case, *supra*, however, this exchange constitutes only a small portion of the full examination of this witness on this point and does not represent the actual import of his testimony. The Court is respectfully referred to the entire testimony of McCullough on this point, for it demonstrates quite clearly that McCullough made an individual decision not to cross the picket line on his own judgment and that he checked this decision with his employer who told him not to cross the picket line. The record as a whole indicates that this was, in fact, an individual decision of McCullough and that the limited portion set forth in the Trial Examiner's Decision is so removed from

context that it inaccurately reflects the witness' testimony. At the worst, however, the record as a whole reveals a conflict of the testimony of this witness which has not been resolved and which cannot, therefore, satisfy the General Counsel's burden of proving that any unlawful appeal was made to McCullough not to cross the picket line.<sup>4</sup>

The Trial Examiner also found unlawful inducement and encouragement by virtue of the fact that the pickets maintained a written record of the identity of individuals and vehicles crossing the picket line. This conclusion is faulty in two respects. First, there is no evidence whatsoever that any employees of neutral employers observed the record keeping by the pickets. How then could any be induced or encouraged not to cross the picket line by an act of which—at least on this record—they were unaware? Local 480 is unable to comprehend how an action on the part of one person can encourage another person to do anything when the latter is not even aware that it has taken place. Moreover, there was a valid and lawful reason for the record keeping, namely Local 480 was attempting to comply in all respect with the **Moore Dry Dock** standards, one of which is that picketing must be conducted at times when employees of the primary employer are working. Under **New Power Wire and Electric Corp.**, 1144 NLRB 1089, this includes the presence of his supplies on the job site. The purpose of recording the passage of persons and vehicles across the picket lines was to determine the times at which the employees, suppliers, etc., of Gulf Electric were on the job site.<sup>5</sup> The purpose of the keeping of these records was, therefore, both lawful and entirely consistent with the efforts of the Union throughout to comply with all **Moore Dry Dock** standards.

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<sup>4</sup>As an evidentiary matter, if counsel in the case had attempted to change the earlier testimony of this (or any other) witness in the manner accomplished by the Trial Examiner, once he had given his version of what took place at the picket line, such conduct would be improper and the questions designed to change the testimony clearly objectionable.

<sup>5</sup>Although the General Counsel attempts to use it for another purpose, the record reveals in this regard that the picketing began within 15 minutes prior to the official starting time of Gulf Electric on the job and concluded at approximately 3:15 P.M., within 15 minutes of its quitting time.

Neither Dixon L. Pyles, nor certain pickets, were agents of Local 480 concerning any of the events material herein.

The Trial Examiner concluded (TXD, at p. 3, A. 39) that pickets Robinson, Laird and Walters were agents of Local 480 at all material times; and (at footnote 11, p. 8, A. 44) that Dixon L. Pyles was an agent of the Union acting within the scope of his authority to receive communications from Worley regarding the labor dispute.

With the exception of Erickson, the evidence wholly fails to establish any semblance of agency on the part of any person named in the complaint for purposes material hereto.

Section 2(13) of the Act provides that, in determining whether any person is acting as an agent so as to make another person responsible for his acts, the question of whether specific acts performed were actually authorized shall not be controlling. Under this section the common-law rules of agency are controlling. At common-law, persons are held responsible for acts committed by agents acting within the scope of their general authority.

At common-law, agency is ordinarily a relation created by agreement of the parties in much the same manner as a contract is made. As between the principal and the agent there must be meeting of the minds to establish agency. Consent of both is necessary to create agency, although much consent may be implied. The principal must intend that the agent shall act for him, and the agent must intend to accept the authority and act on it. 3 Am. Jur. 2d Agency, Sec. 78, p. 482

A third person dealing with an agent must bear the burden of determining for himself, by the exercise of reasonable diligence and prudence, the existence or nonexistence of the agent's authority to act in the premises. The principal, on the other hand, may act on the presumption that third persons dealing with his agent will not be negligent in failing to ascertain the extent of his authority as well as the existency of his agency. *Ibid.*

Pickets who followed and coerced an employee were held not to be acting as agents of the union where their activity was not expressly authorized by the union, and the union had

not established any pattern of unlawful coercive picketing which could constitute implied authorization of particular restraint and coercion far from picket line. **Western, Inc.**, 93 NLRB 336 (1951). Moreover, a union is not responsible for the unlawful acts of its rank and file members unless it authorizes and or subsequently ratifies the acts. **Poinsett Lumber and Mfg. Co.**, 107 NLRB 234 (1953).

As demonstrated in the Statement of the Case, *supra*, the instructions given to the pickets—their grant of authority—were limited indeed. On the record evidence presented, it cannot be said that they were authorized to orally appeal to employees of neutral employers not to cross the picket line. Yet, this is precisely what the Trial Examiner and the Board found they did in the case of Delta Steel employee McCullough; which conduct the Trial Examiner attributed to Local 480. In view of the principles stated above, and on the facts presented on this record, the General Counsel did not meet the burden of proving that Robinson, Laird or Walters were agents when dealing with McCullough, even assuming that that incident occurred as reported by the Trial Examiner. The burden of proof is, of course, on the General Counsel both as to the existence of an agency relationship and the nature and extent of the agent's authority. **International Longshoremen's Union (Sun-set Line and Twine Co.)**, 79 NLRB 1487 (1948). The General Counsel wholly failed to sustain the burden in this regard.

The Trial Examiner's error with respect to the agency of attorney Dixon L. Pyles is far more serious.

Mr. Abraham Mitchell, the president of Gulf Coast Building and Supply company, was permitted to testify to a long distance telephone conversation with Pyles, the attorney for the Local 480. The Trial Examiner properly sustained an objection to this testimony (A. 79, 80), but then permitted the testimony to be given under a continuing objection (A. 81, 82).

Over objection, Mr. Bruce Worley, assistant Vice-President of Gulf Coast, was allowed to remain in the hearing room during Mr. Mitchell's testimony, although the rule was invoked (A. 74), and Mr. Mitchell testified that Mr. Worley heard the conversation on a connecting phone. In fact the record

shows some confusion at ne point as to whether General Counsel was interrogating the witness or Mr. Worley (A. 77, 78).

Mr. Worley later testified to the same conversation (A. 260-262).

In 7Am. Jur 2d. Attorneys at Law, Sec. 122, the effect of statements made out of court by an attorney is discussed as follows:

"It is generally held that an attorney, merely by reason of his employment in connection with litigation, pending or prospective, has no power to affect his client by admissions of fact made out of court, and not given for the specific purpose of dispensing with proof of the facts admitted. An attorney employed to conduct or guard his client's interests with reference to a particular proceeding, whether judicial or not, or to enforce a cause of action by a judicial proceeding, or to make a defense in such a proceeding has, by mere reason of such employment, no authority to affect his client by extra-judicial admissions adverse to the interest, proceeding, or defense he is employed to sustain. Mere casual admissions occurring out of court in a conversation between opposing attorneys cannot be availed of against either client in the absence of a showing of a special agency to which they relate, and an admission made by an attorney in conversation with the opposite party is not admissible in evidence against his client where the authority of the attorney to negotiate with such person out of court is not shown. In order for the extra-judicial statement or admission to be binding on the client, it must appear that the attorney was specially authorized in this respect, aside from his mere employment in connection with pending or prospective litigation, and that the admission properly fell within the scope of the special authorization. Whether the attorney has been vested with such power to act for his client is to be measured by the same tests of express or implied authority as would be applied to other agents.

Respondent submits that the Trial Examiner should not have permitted the introduction of testimony to show the alleged contents of a long distance telephone conversation

between the officers of the Charging Party and the attorney for the Respondent.

It is well settled that the attorney for the Respondent would not be allowed to testify regarding the matter in dispute unless he withdrew from the case. In **United States v. Clancy**, 276 F 2d 617, the court held as follows:

“Although an attorney is competent to testify in his client’s behalf, the court is then justified in excluding him from further participation in the trial. **Christensen v. United States**, 7 Cir., 1937, 90 F 2d 152, 155. Here, the attorney refused to withdraw from the case; and we hold that under such circumstances, it was not an abuse of discretion for the court to refuse to hear his testimony.”

Since the above rule denies Local 480 the right to controvert the particular testimony of the Gulf Coast and at the same time have the benefit of representation by its attorney, and since any alleged remarks made by its attorney to the officers of the Gulf Coast would not be binding on the Union, it appears that the testimony of the telephone conversation should not have been admitted, and should not now be given any consideration.

Additionally, the finding of the Trial Examiner, on the record herein, that Pyles was an agent of the Union to receive communications is dangerous, indeed. Attorneys have, of course, been held in certain circumstances to have stepped outside of their role as an attorney and to have acted as an agent of their client. Local 480, however, is aware of no case in which an attorney has been held to be an agent on the basis of a receipt of a phone call placed by another in which—at the most—he promised “to look into” the inquiry of the other party. Indeed, Erickson wanted attorneys Pyles and Darby to work out an overall agreement, which would include the settlement of pending litigation. See in this regard, **Statement of the Case, supra**. Acting well within their professional roles, attorneys on a daily basis place and answer phone calls, receive and write letters, and even go so far as to participate in meetings with other individuals! Clearly, on the above facts, Pyles was functioning solely in his legal role. If the Trial Examiner’s Decision in this regard is per-

mitted to stand, it can have only an inhibitory and detrimental effect on the role of lawyers in labor relations; a role which is generally thought to be a constructive one. While not denying the general principle that attorneys can, under some circumstances, be held to be agents of their clients in the sense found by the Trial Examiner and the Board, it is respectfully submitted that the Trial Examiner and the Board have grossly misapplied that principle to the facts herein.

## II. THE POLICIES OF THE ACT WOULD BEST BE EFFECTUATED BY DISMISSAL OF THE COMPLAINT HEREIN

Totally apart from the legal grounds set forth above, there are other reasons why the complaint should be dismissed as a matter of policy.

The sequence of events with respect to the actions of the Region and the General Counsel as to the various charges filed in the instant case has been set forth in the Statement of the Case, *supra*. Of the dates there set forth, the most significant are as follows: On April 13, 1967, the Regional Director dismissed the charge and stated that the Union's picketing was being conducted in conformity with the requisite **Moore Dry Dock** standards. (The legality of the conduct of the picketing is, of course, the basic issue in this case.) Acting in reliance upon this ruling, Local 480 continued its picketing until June 23, when it was voluntarily discontinued. On July 18, almost a month following the cessation of the picketing and shortly before the project was to be completed, the General Counsel's office sustained the Charging Party's appeal from the Regional Director's dismissal of the charge and authorized the issuance of a complaint. In view of this chronology, it is respectfully submitted that the action of the General Counsel in authorizing the issuance of a complaint at that late date, particularly when the acts complained of had voluntarily been discontinued, can hardly be said to further the policies of the Act.

Moreover, the Board may take judicial notice of the fact that, on March 9, 1967, the Charging Party herein filed a damage action against the Local 480 in the United States District Court for the Southern District of Mississippi, West-

ern Division. (Civil Action 1185.) Any advantage which may accrue to the Charging Party in its damage suit from a "good" decision from the Board can hardly be considered inadvertent, and we submit that this "use" of the Board's processes by the Charging Party is not in the best interests of the Act and should not be permitted under all of the circumstances of this case.

### CONCLUSION

For all of the foregoing reasons, Local 480 submits that the Trial Examiner and the Board erred in finding any violations of Section 8 (b) (4) (i) or (ii) (B), based on the conduct of the Union revealed by the record herein. This court should therefore, reverse the Trial Examiner and the Board and order the complaint dismissed.

Respectfully submitted,

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## CERTIFICATE OF SERVICE

The undersigned certifies that one copy each of the Brief of the Petitioner on this date set forth hereinafter was mailed, via air mail, postage prepaid to:

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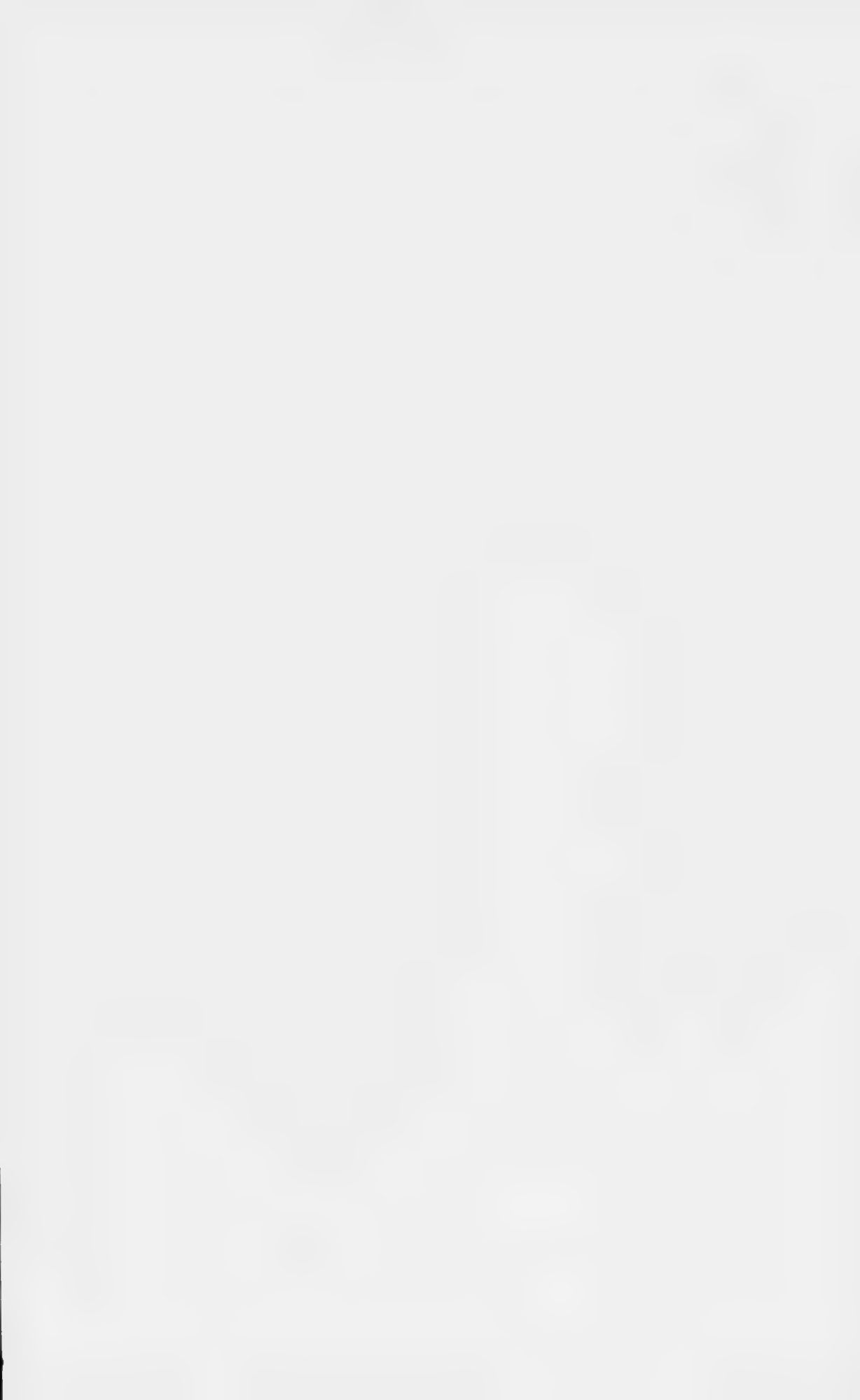
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Dated: October 5, 1968

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RECEIVED

No. 22,146

JAN 17 1969

FILED JAN 17 1969

CLERK OF THE UNITED  
STATES COURT OF APPEALS

*Nathan Paulson*  
**United States Court of Appeals**

FOR THE DISTRICT OF COLUMBIA CIRCUIT

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL 480, AFL-CIO,

*Petitioner,*

v.

NATIONAL LABOR RELATIONS BOARD,

*Respondent.*

On Petition to Review and on Cross-Petition to Enforce  
an Order of The National Labor Relations Board

BRIEF FOR THE NATIONAL LABOR RELATIONS BOARD

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National Labor Relations Board.



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# United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

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No. 22,146

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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL 480, AFL-CIO,

*Petitioner,*

v.

NATIONAL LABOR RELATIONS BOARD,

*Respondent.*

---

On Petition to Review and on Cross-Petition to Enforce  
an Order of The National Labor Relations Board

---

BRIEF FOR THE NATIONAL LABOR RELATIONS BOARD

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COUNTERSTATEMENT OF ISSUE PRESENTED

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The issue presented, as stipulated by the parties in the prehearing conference stipulation, is "whether substantial evidence on the record as a whole supports the Board's finding that petitioner violated Section 8(b)(4)(i) and (ii)(B) of the Act."

In accordance with Rule 8(d) of the General Rules of this Court

the Board states that this case is before the Court for the first time on the merits.

## COUNTERSTATEMENT OF THE CASE

This case is before the Court upon the petition of International Brotherhood of Electrical Workers, Local 480, AFL-CIO (the "Union"), to review and set aside an order of the National Labor Relations Board issued against the Union on June 26, 1968, pursuant to Section 10(c) of the National Labor Relations Act, as amended (61 Stat. 136, 73 Stat. 519, 29 U.S.C. Sec. 151, *et seq.*). The Board has cross-petitioned for enforcement of its order. The Board's Decision and Order (A. 49-62)<sup>1</sup> are reported at 172 NLRB No. 64. This Court has jurisdiction over the proceeding under Section 10(e) and (f) of the Act.

### I. THE BOARD'S FINDINGS OF FACT

The Board found that the Union, by means proscribed by Section 8 (b)(4)(i) and (ii)(B) of the Act, sought to force or require Gulf Coast Building and Supply Co. ("Gulf Coast"), a general contractor, to cease doing business with Gulf Electric Construction Co. ("Gulf Electric"), one of its subcontractors. The supporting evidence is summarized below.

#### A. Background of the dispute

In the beginning of 1967<sup>2</sup> Gulf Coast, as the general contractor in charge of construction, commenced work on a shopping center in Natchez.

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<sup>1</sup> "A." references are to the appendix to the briefs. References preceding a semi-colon are to the Board's findings; succeeding references are to the supporting evidence.

<sup>2</sup> Unless otherwise specified, all dates refer to 1967.

Mississippi, known as "Tracetown." Gulf Coast employed subcontractors to perform several phases of the work. In January, John Erickson, the Union's business manager, mailed Gulf Coast a letter expressing his desire that Gulf Coast employ only those subcontractors approved by the local Natchez trade council (A. 345, 157-172). The letter, in part, stated, "This type of contractor can give the owner assurance of skilled workmen and trouble free installation." Attached to the letter was a list of Natchez area electrical contractors who had agreements with the Union. Gulf Coast, however, subcontracted Tracetown's electrical work to Gulf Electric, an unrelated firm which had no agreement with any union.

#### **B. The Union pickets the Tracetown project**

In February, Erickson notified business agents of other area craft unions that the Union intended to picket the Tracetown project, and on February 28 the Union commenced picketing at the single entrance to Tracetown (A. 58. n. 12; 175-179, 205-207).<sup>3</sup> On behalf of the Union, three men were paid and instructed by Erickson to picket, although only two picketed at a time (A. 53; 152-157, 172-175, 222). The two alternated carrying a sign which read (A. 3; 336):

NO DISPUTE WITH  
ANY OTHER EMPLOYER  
I.B.E.W. LOCAL 480  
protests  
SUBSTANDARD  
WAGES AND  
CONDITIONS  
GULF ELECTRIC CONSTR. CO., INC.  
ELECTRICAL CONTR.  
NO DISPUTE WITH  
ANY OTHER EMPLOYER

<sup>3</sup> The record shows that the picketing was authorized by the Union's membership, but the record does not indicate that there was any discussion or statement of objectives by the members (A. 173-175).

They picketed daily from 6:30 a.m. to 3:30 p.m. (A. 174-175). On either March 15 or 30, Gulf Coast opened a new "south gate" to the project. The gate bore a sign reserving the entrance for the use of Gulf Electric employees and suppliers, who were then prohibited from using the original or north gate. During this period, the picketing was confined to the south gate (A. 53-54; 265-266). However, in early June, Gulf Coast demolished the "south gate", leaving the original gate as the sole entrance. From the time the "south gate" was opened and during the time when the pickets returned to the original gate, they kept written records of the vehicles and men they observed crossing the picket line (A. 55-56: 193-196, 219-222). With the exception of a brief cessation on March 22, the picketing lasted until June 23.

When employees appeared for work at Tracetown and inquired about what the dispute concerned, the pickets, according to Erickson's instructions, either remained silent or merely told the others to read the picket sign. However, in early March, when Walter McCullough, a Delta Steel truckdriver, spoke with the pickets about delivering his truckload of steel to the general contractor, Gulf Coast, they told him "not to cross the picket line" (A. 55: 135-138, 142-144). From the outset of the picketing, many employees, including plumbers, laborers, truckdrivers, and masonry employees, refused to cross the picket line, although employees of Gulf Electric continued working (A. 53; 93-94, 112-115, 116-125, 179-180, 208-217, 230-232). Erickson admitted this was expected, for it was "common knowledge that most craftsmen that belong to the building trades, or individual craft unions do not cross the picket signs if it is by another craft . . . " (A. 55; 228-229, 114).

### **C. The attempts to settle the dispute**

On March 21, Ralph Brummett and Clayton Spillman, business

representatives of the local plumbers union and laborers union, respectively, met with Bruce Worley, Gulf Coast's assistant vice president and Wood Mechanical Contractors (hereafter "Wood"), one of Tracetown's sub-contractors, to discuss the picketing (A. 100-101, 333-335). According to Erickson, Brummett telephoned him several times that day to inform him of the meetings. During one of their conversations Brummett asked whether Erickson would remove the picketing if Wood, which at that time already had an agreement with the Union, accepted the electrical labor contract on the job (A. 197-202).<sup>4</sup> Erickson told Brummett that the Union would remove the pickets if such an agreement were reached (*ibid.*). Worley stated that Erickson repeated a similar promise to him, when he called Erickson later that day to notify him that Gulf Electric and Wood "had agreed to meet to discuss the mechanics of placing the electrical laborers on Wood's payroll, and that [Worley] felt that an agreement had been reached" (A. 283-285). The picketing, however, continued the next morning.

When Worley saw the pickets still at Tracetown on the morning of March 22, he called Erickson and asked if they could not be removed; Erickson removed the pickets at about 8 a.m. (A. 57: 245-248, 285-290). That evening at the Union's meeting, Erickson reported to the membership that the picketing had been stopped (A. 57: 250-251). The minutes of that meeting read, in part: "Bro. Erickson reported on results of picket on Natchez Tracetown job. Wood Mechanical & Electrical has been awarded the electrical labor on this job" (A. 57: 337). After the meeting, however, Erickson was notified that Gulf Electric would not come to an agreement with Wood, and the picketing resumed on March 23 (A. 320-321).

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<sup>4</sup> Although it was performing other work at Tracetown, part of Wood's business was as an electrical contractor, for which it was a party to an agreement with the Union (A. 237).

On March 23, the morning the picketing resumed, Worley, along with J.B. Fleming, the general superintendent for Gulf Electric, confronted Erickson, who was then standing at the picket line (A. 57; 294-297). Worley introduced Fleming to Erickson. The three men then went to the construction office at Tracetown to discuss the picketing (A. 297-298).<sup>5</sup> Fleming explained to Erickson why an agreement with Wood had not been reached, and discussed Gulf Electric's apprenticeship programs and wage scales. Fleming requested from Erickson a copy of the Union's agreement so that Gulf Electric could ascertain exactly what area standards Gulf Electric was not satisfying (A. 58; 72). Erickson never responded to Gulf Electric's request (*ibid.*). Fleming also told Erickson that he would sign a temporary agreement with the Union to cover the work at Tracetown, but Erickson refused (A. 57-58; 299). On behalf of Gulf Coast, Worley offered to pay the differential between the Union's wage standards and that being paid by Gulf Electric, which was then estimated to be about \$6,000. Erickson said he did not know whether Worley's offer was acceptable and that he would have to check with the Union's attorney, Dixon Pyles (A. 57; 298-300). Worley asked to hear from Erickson as soon as possible about his offer. The meeting then adjourned.

Two days later, Worley, not having heard from Erickson, telephoned Pyles to see if any decision had been reached about Gulf Coast's offer to pay the differential in wages (A. 58; 300-306). Pyles, however, stated that he was unaware of the March 23 meeting and Gulf Coast's offer, but agreed to look into the matter (*ibid.*). Worley never heard from either

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<sup>5</sup> The version of the following conversations on March 23 and 25 is Worley's, whom the Trial Examiner credited. The lengthy versions stated in the Union's brief (Brief pp. 13-18) come from Erickson's testimony and affidavit; Erickson was not credited by the Examiner (A. 57 n. 10, 58, n. 11).

Erickson or Pyles again, although the picketing continued for three more months.

## II. THE BOARD'S CONCLUSION AND ORDER

Upon the foregoing facts, the Board found that the Union, by picketing and related conduct at Tracetown, induced and encouraged employees of neutral employers to engage in work stoppages, and restrained and coerced those employers, with an object of forcing Gulf Coast, the neutral general contractor, to cease doing business with Gulf Electric, a subcontractor. The Board concluded that the Union's actions violated Section 8(b)(4)(i) and (ii)(B) of the Act, and ordered the Union to cease and desist from the unfair labor practices found and to post appropriate notices (A. 59-61).

## ARGUMENT

### SUBSTANTIAL EVIDENCE ON THE WHOLE RECORD SUPPORTS THE BOARD'S FINDING THAT THE UNION VIOLATED SECTION 8(b)(4)(i) AND (ii)(B) OF THE ACT

Section 8(b)(4) of the Act forbids a union "(i) \* \* \* to induce or encourage any individual employed by any person engaged in commerce to engage in \* \* \* a refusal in the course of his employment to \* \* \* perform any services; or (ii) to threaten, coerce, or restrain any person engaged in commerce, where in either case an object thereof is \* \* \* (B) forcing or requiring any person \* \* \* to cease doing business with any other person."

The main challenge to the propriety of the Board's decision is petitioner's contention that the forbidden *object* was not proved: thus,

according to petitioner, the Union's picketing was "solely for the lawful object of protesting the payment of [substandard] . . . wages . . ." (Br. 29), and not — as the Board found — to cause the removal of Gulf Electric from the jobsite. As we now show, the record amply supports the Board's finding that, whatever other objects may have existed,<sup>6</sup> "an object of the picketing was to put pressure upon Gulf Coast, a neutral, so that it would cancel its contract with Gulf Electric, the primary employer, and the latter firm would be banished from the Tracetown project" (A. 58). It is clear, of course, that this Board finding — if warranted by the evidence — satisfies the statutory prerequisites for a violation. *IBEW, Local 501 v. N.L.R.B.*, 341 U.S. 694 (1951); *Denver Bldg.*, *supra*; *Orange Belt District Council of Painters, No. 48 v. N.L.R.B.*, 124 App. D.C. 53, 54, 361 F. 2d 70, 71 (1966), enforcing, *per curiam*, 154 NLRB 997; *N.L.R.B. v. Local 254, Bldg. Service Employees, etc.*, 359 F. 2d 289 (C.A. 1, 1966).

The Board's crucial finding is amply supported by the record. First of all, it is clear that the Union had little interest in improving the wages and working conditions of Gulf Electric employees. It is undisputed, for example, that the Union made no contact with Gulf Electric officials until March 23, almost one month after the picketing had begun (A. 58; 173). The Board may view such a failure as significant. *N.L.R.B. v. Bldg. Service Employees, etc., Local 105*, 367 F. 2d 227, 230 (C.A. 10, 1966).

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<sup>6</sup> It is unnecessary to find that the sole object of picketing was unlawful: an unlawful object is enough. *N.L.R.B. v. Denver Bldg. & Const. Trades Council*, 341 U.S. 675, 688-689 (1951); *N.L.R.B. v. Milk Drivers & Dairy Employees Local Union No. 584, IBT*, 341 F. 2d 29, 32 (C.A. 2, 1965), cert. denied, 382 U.S. 816; *N.L.R.B. v. Milk Wagon Drivers Union Local 753*, 335 F. 2d 326, 329 (C.A. 7, 1964); *New York Mailers Union No. 6 v. N.L.R.B.*, 114 App. D.C. 370, 371, 316 F. 2d 371, 372 (1963).



Even according to petitioner's view of the facts, the sole information upon which the Union based its conduct consisted of assertions and "complaints" from Gulf Electric employees – generally unidentified and uncorroborated (Br. 2-3). The Board is entitled to view with some skepticism the implicit claim that such "complaints" would precipitate immediate picketing without even a prior union inquiry to verify the employees' version of the facts.<sup>7</sup>

Moreover, the record shows, a time came when the Union was *invited* to help Gulf Electric meet the Union's wage standards: the Union simply declined. During a meeting on March 23, Fleming, Gulf Electric's general superintendent, asked Erickson for a copy of the Union's area contract so Gulf Electric could determine where it failed to satisfy the Union's standards. Erickson never attempted to supply this needed information (see p. 6, *supra*).<sup>8</sup> Also on March 23, Worley, in behalf of Gulf Coast, the general contractor, offered to pay the difference between Gulf Electric's standards and the Union's. Erickson, however, refused to commit the Union to this arrangement. Instead, Erickson said that he would have to discuss the offer with the Union's attorney, Pyles. Thereafter, Worley never heard from Erickson again. When Worley telephoned Pyles to discuss Gulf Coast's offer, Pyles stated that he had not heard of the offer from Erickson. Although Pyles agreed to look into it,

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<sup>7</sup> In asserting that the Union's membership decided to picket at Tracetown in order to publicize Gulf Electric's wages, petitioner's brief, p. 3, is unsupported by the record (*supra*, p. 3, n. 3).

<sup>8</sup> In its Statement of Facts, petitioner (Br. 4) refers to testimony by Erickson asserting that he sent a contract to *Gulf Coast*. Later, in its argument, petitioner inexplicably asserts that a contract was sent to *Gulf Electric*. Nothing in the record supports this latter assertion.

Worley never heard from him again.<sup>9</sup>

On the other hand, at almost the same time the Union was ignoring efforts to stop the picketing by improving the employees' working conditions, the Union was responding with interest to an alternative proposal which apparently would require Gulf Electric's ouster. Thus, as shown above, pp. 4-5, Erickson ordered the picketing to cease when negotiations were in progress, between the various employers, looking toward a substitution of a Union-signatory subcontractor – Wood Mechanical & Electrical – for the non-union Gulf Electric.

According to petitioner (Br. 12), Union agent Erickson testified that he removed the picket line because he thought that the employers were arranging to have Gulf Electric pay its employees at rates meeting the Union's standards (A. 276). But Erickson's testimony itself shows that he was aware that the arrangements being negotiated called for Wood to take over the employment of the electricians on the job (A. 317-318). And the minutes of a Union meeting held that evening contain the assertion that, as a result of picketing, "Wood Mechanical & Electrical has

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<sup>9</sup> On the basis of Erickson's reference to Pyles in his March 23 conversation with Worley, the Board was justified in finding that during this March 25 telephone conversation Pyles was an agent for the Union, acting within his scope of authority to receive communications from Worley (A. 58, n. 11). Cf., *N.L.R.B. v. Western States Regional Council*, 319 F. 2d 655, 659 (C.A. 9, 1963), and cases cited; *N.L.R.B. v. Int'l Brotherhood of Boilermakers, etc., Local 83*, 321 F. 2d 807, 811 (C.A. 8, 1963); *Restatement (Second), Agency Sec. 27* (1958). This was not the first time that Erickson had mentioned Pyles to Worley in reference to negotiating a settlement to the picketing (A. 253-262, 327-329). Contrary to the Union's contention (Br. 41-45), the testimony relating to its attorney's remarks and conduct is admissible in evidence, for, as its own cited authority recognizes, such testimony is admissible when it relates to the attorney's special authorization to negotiate in that specific matter, aside from his employment in connection with pending or prospective litigation. Erickson's remarks to Worley substantiated this special authorization.

been awarded the electrical labor on this job" (A. 57; 337).<sup>10</sup>

The Union's prompt cessation of picketing, as soon as a Union subcontractor seemed likely to displace Gulf Electric, stands in significant contrast to the Union's diffidence with respect to opportunities for negotiating improvements in Gulf Electric's employees' working conditions.

Finally, the circumstances surrounding the Union's picketing also lend evidentiary support to the Board's finding of a secondary object. Thus, Erickson admitted that he could anticipate the refusal of many neutral employees at the jobsite to cross the picket line; nonetheless, he gave the pickets no instructions to inform the neutral employees that they were not being induced to cease working for their employer (See A. 139). See *Truck Drivers & Helpers, Local 728 v. N.L.R.B.*, 101 App. D.C. 420, 422-423, 249 F. 2d 512, 514-515 (1957), cert. denied, 355 U.S. 958; *Superior Derrick Corp. v. N.L.R.B.*, 273 F. 2d 891, 895-897 (C.A. 5, 1960), cert. denied, 364 U.S. 816.

Moreover, in at least one instance, the pickets explicitly asked a neutral employee (McCullough) not to cross the picket line, thereby inducing McCullough to refrain from delivering materials to a neutral

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<sup>10</sup> Erickson contended that this entry was erroneous, but the Board did not credit his explanation, a determination which is particularly within the Board's discretion (A. 57, n. 10). *Joy Silk Mills, Inc. v. N.L.R.B.*, 87 App. D.C. 360, 369, 185 F. 2d 732, 740 (1950), cert. denied, 341 U.S. 914; *N.L.R.B. v. Int'l Longshoremen's & Warehousemen's Union, Local 10, et al.*, 283 F. 2d 558, 562-563 (C.A. 9, 1960). The Union also challenges the Board's findings based on the events occurring on March 22 and 23, claiming that as the credited versions are contradicted by Erickson's discredited testimony the Board's findings are without substantial evidence. This contention is without merit. See *Retail Clerks Union, Local 770 v. N.L.R.B.*, 111 App. D.C. 246, 252-253, 296 F. 2d 368, 375 (1961).

employer on the jobsite.<sup>11</sup> And, during much of the picketing, Union pickets kept written lists of all those who crossed the picket line, and kept the Union's membership apprised about which craft workers were working behind the picket line (A. 57; 321-324, 342). Neutral employees who had any lingering doubts about whether the Union wanted them off the job-site would surely be convinced by this display of a record-keeping function.

The Union's other defenses also lack merit. Thus, the claim that the Union's picketing "was conducted in accordance with *Moore Dry Dock* standards" (Br. 29), is of no avail here. The standards in *Moore Dry Dock* do not establish a formula which permits picketing with an unlawful secondary object to be done in a lawful manner. "Rather it simply establishes an evidentiary aid for the Board to determine the object of the picketing where the other evidence is equivocal. The Board is not bound by the inference of lawfulness from compliance with the *Moore Dry Dock* standards." *N.L.R.B. v. Northern California District Council of Hod Carriers*, 389 F. 2d 721, 725 (C.A. 9, 1968).<sup>12</sup> In other words, where, as here, there is direct evidence of a secondary object, the *Moore Dry Dock*

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<sup>11</sup> Petitioner objects that the portion of McCullough's testimony asserting that the pickets "told me not to cross" does not actually represent the true import of his entire testimony. The record does show that McCullough's testimony fluctuated on this point. But the Examiner reasonably chose to credit that version which McCullough related in response to questioning by the Examiner himself; and this version is also consistent with other record evidence. See, e.g., the testimony of the two masonry contractors who, while looking very much like ordinary employees, approached the picket line and were told not to cross it by the pickets (A. 59, n. 14; 116-121, 128-131). In any event, petitioner's objection boils down to no more than preference for a different credibility resolution.

<sup>12</sup> Accord: *Truck Drivers & Helpers, Local 728 v. N.L.R.B.*, *supra*, 101 App. D.C. at 422-423, 249 F. 2d at 513-515; *Bakery Wagon Drivers & Salesmen, Local 484 v. N.L.R.B.*, 116 App. D.C. 87, 90, 321 F. 2d 353, 356 (1963); *N.L.R.B. v. Local 294, Int'l Brotherhood of Teamsters, etc.*, 273 F. 2d 696, 698 (C.A. 2, 1960); *N.L.R.B. v. Highway Truckdrivers, & Helpers, Local 107*, 300 F. 2d 317, 321-322 (C.A. 3, 1962); *N.L.R.B. v. Int'l Hod Carriers, etc., Local 1140*, 285 F. 2d 397, 401 (C.A. 8, 1961) cert. denied, 366 U.S. 903; *Northeastern Washington-Northern Idaho Building & Const. Trades Council, etc.*, 152 NLRB 975, 980 (1965).

tests need not be "mechanically applied" (*Local 761, IUE v. N.L.R.B. (General Electric Co.)*, 366 U.S. 667, (1961)) to negate any finding of violation.

Finally, petitioner opposes enforcement on the grounds that it was inequitable for the General Counsel to issue the complaint which culminated in the Board's final order. But the law is clear that the cessation of the picketing is no bar to enforcement.<sup>13</sup> Nor is the fact that the Regional Director initially considered the picketing lawful, and did not issue a complaint until on appeal his position was reversed by the General Counsel, of any significance here. It is the General Counsel who has final authority on this issue. *McLeod v. Local 239, Int'l Brotherhood of Teamsters, etc.*, 330 F. 2d 108, 110-112 (C.A. 2, 1964). And there can be no claim of injury to the Union in "relying" upon the Regional Director's action. See *N.L.R.B. v. Jackson Tile Mfg. Co.*, 282 F. 2d 90, 92 (C.A. 5, 1960).<sup>14</sup>

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<sup>13</sup> *N.L.R.B. v. Mexia Textile Mills Inc.*, 339 U.S. 563, 567-570 (1950); *N.L.R.B. v. Plumbers Union of Nassau County, Local 457*, 299 F. 2d 497, 501 (C.A. 2, 1962); *N.L.R.B. v. Local 101, Int'l Union of Operating Engineers*, 315 F. 2d 328, 331 (C.A. 10, 1963).

<sup>14</sup> Petitioner also objects that Gulf Coast may seek to gain support from the Board's instant decision in its pending damage suit against the Union (Br. 46). But that is hardly a reason to deny enforcement of the Board's order. Congress intended that parties injured by illegal secondary boycotts could have separate and multiple remedies before the Board and the courts. See Section 303 of the Act; *N.L.R.B. v. Deena Artware*, 198 F. 2d 645, 653 (C.A. 6, 1952), cert. denied, 345 U.S. 906; *United Brick & Clay Workers v. Deena Artware*, 198 F. 2d 637, 642-644 (C.A. 6, 1952), cert. den. 344 U.S. 897.

## CONCLUSION

For the above-stated reasons, we respectfully submit that the petition to review be denied and that the Board's order be enforced in full.

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